

THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOMBARDIER INC.,
Plaintiff,

v.

MITSUBISHI AIRCRAFT
CORPORATION, MITSUBISHI
AIRCRAFT CORPORATION OF
AMERICA INC., et al.,
Defendants.

No. 2:18-cv-1543 JLR

DEFENDANT MITSUBISHI AIRCRAFT
CORPORATION OF AMERICA, INC.'S
ANSWER, AFFIRMATIVE DEFENSES,
AND COUNTERCLAIMS TO PLAINTIFF
BOMBARDIER INC.'S VERIFIED
COMPLAINT

Defendant Mitsubishi Aircraft Corporation of America, Inc. ("MITAC America"), by and through its attorneys of record, answers Bombardier Inc.'s ("Bombardier") Verified Complaint (the "Complaint") as follows. Except as expressly admitted herein, each and every allegation in the Complaint is denied.

NATURE OF THE ACTION

Answer to Paragraph 1: MITAC America admits that Bombardier purports to bring a civil action pursuant to the Defend Trade Secrets Act of 2016 codified at 18 U.S.C. § 1836 *et seq.* and the Washington Uniform Trade Secrets Act codified at RCW 19.108.010 *et seq.* MITAC America also admits Bombardier purports to bring a civil action for Tortious Interference with Claims for Tortious Interference with Business Expectancies and/or Contracts, and Breach of Contract under Washington state common law. MITAC America specifically denies that

1 Bombardier is entitled to any relief sought herein, and denies any remaining allegations set forth
2 in this paragraph.

3 **PARTIES**

4 **Answer to Paragraph 2:** The allegations in this paragraph concern parties other than
5 MITAC America, and therefore no response is required. To the extent a response is required,
6 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if
7 any, of the allegations in the first sentence, and therefore denies them. MITAC America denies
8 the allegations in the second sentence.

9
10 **Answer to Paragraph 3:** The allegations in this paragraph concern parties other than
11 MITAC America, and therefore no response is required. To the extent a response is required,
12 MITAC America admits that, to its knowledge, MITAC is a corporation organized and existing
13 under the laws of Japan, with its registered office and principal place of business at Nagoya
14 Airport, Toyoyama-cho, Nishikasugai-Gun, Aichi 480-0287, Japan.

15
16 **Answer to Paragraph 4:** MITAC America admits it is a subsidiary corporation of MITAC
17 organized and existing under the laws of the State of Delaware with its Engineering Center located
18 at 6100 4th Avenue South, Suite 300, Seattle, WA 98108. MITAC America denies the remaining
19 allegations in this paragraph.

20
21 **Answer to Paragraph 5:** The allegations in this paragraph concern parties other than
22 MITAC America, and therefore no response is required.

23
24 **Answer to Paragraph 6:** The allegations in this paragraph concern parties other than
25 MITAC America, and therefore no response is required.
26

1 **Answer to Paragraph 7:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required.

3
4 **Answer to Paragraph 8:** The allegations in this paragraph concern parties other than
5 MITAC America, and therefore no response is required.

6
7 **Answer to Paragraph 9:** The allegations in this paragraph concern parties other than
8 MITAC America, and therefore no response is required.

9
10 **Answer to Paragraph 10:** The allegations in this paragraph concern parties other than
11 MITAC America, and therefore no response is required.

12
13 **Answer to Paragraph 11:** To the extent the allegations in this paragraph are directed at
14 MITAC America, MITAC America lacks knowledge or information sufficient to form a belief as
15 to the truth, if any, of the allegations and therefore denies them. MITAC America admits that
16 Bombardier collectively refers to the parties identified in paragraphs 4-10 above as “Defendants.”

17
18 **JURISDICTION AND VENUE**

19 **Answer to Paragraph 12:** This paragraph asserts a legal conclusion to which no response
20 is required. To the extent a response is required, MITAC America admits that Bombardier has
21 alleged that MITAC America has violated the DTSA, and that this Court has jurisdiction over
22 DTSA actions, but denies that MITAC America has violated the DTSA and denies that Bombardier
23 is entitled to any relief under the DTSA.

24
25 **Answer to Paragraph 13:** This paragraph asserts a legal conclusion to which no response
26 is required. To the extent a response is required, MITAC America admits that Bombardier has

1 alleged that MITAC America has violated the common law of the State of Washington, but denies
2 that this Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1367 over those claims.
3 MITAC America further denies that it has violated the common law of the State of Washington,
4 and denies that Bombardier is entitled to any relief under the common law of the State of
5 Washington.

6
7 **Answer to Paragraph 14:** This paragraph asserts a legal conclusion to which no
8 response is required. To the extent a response is required, MITAC America admits that this Court
9 has personal jurisdiction over MITAC America, but specifically denies that it has committed
10 wrongful acts within the State of Washington and further denies that Bombardier is entitled to any
11 relief sought herein.

12
13 **Answer to Paragraph 15:** The allegations in this paragraph concern parties other than
14 MITAC America, and therefore no response is required. To the extent a response is required,
15 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
16 of the allegations in this paragraph, and therefore denies them.

17
18 **Answer to Paragraph 16:** MITAC America admits it employs workers to provide flight-
19 test and certification support for the MRJ. The remaining allegations in this paragraph concern
20 parties other than MITAC America, and therefore no response is required. To the extent a response
21 is required, MITAC America lacks knowledge or information sufficient to form a belief as to the
22 truth, if any, of the allegations in this paragraph, and therefore denies them.

23
24 **Answer to Paragraph 17:** The allegations in this paragraph concern parties other than
25 MITAC America, and therefore no response is required. To the extent a response is required,
26

1 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
2 of the allegations in this paragraph, and therefore denies them.

3
4 **Answer to Paragraph 18:** MITAC America denies that it has committed trade secret
5 misappropriation in the State of Washington or this judicial district, or anywhere else. The
6 remaining allegations in this paragraph concern parties other than MITAC America, and therefore
7 no response is required.

8
9 **Answer to Paragraph 19:** MITAC America denies that Defendant Ayre disclosed
10 Bombardier trade secret information to MITAC America. The remaining allegations in this
11 paragraph concern parties other than MITAC America and contain legal conclusions, and therefore
12 no response is required. To the extent a response is required, MITAC America lacks knowledge
13 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
14 paragraph, and therefore denies them.

15
16 **Answer to Paragraph 20:** This paragraph asserts a legal conclusion to which no response
17 is required. To the extent a response is required, MITAC America admits that venue is proper in
18 this judicial district for the claims brought against MITAC America, but specifically denies that it
19 has committed wrongful acts within this judicial district and further denies that Bombardier is
20 entitled to any relief sought herein.

21
22 **FACTUAL ALLEGATIONS**

23 **Answer to Paragraph 21:** MITAC America lacks knowledge or information sufficient to
24 form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

1 **Answer to Paragraph 22:** MITAC America lacks knowledge or information sufficient to
2 form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

3
4 **Answer to Paragraph 23:** On information and belief, MITAC America admits the C-
5 Series appears to be a family of narrow-body, geared turbofan twin-engine, medium-range jet
6 airliners. MITAC America lacks knowledge or information sufficient to form a belief as to the
7 truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

8
9 **Answer to Paragraph 24:** MITAC America lacks knowledge or information sufficient to
10 form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

11
12 **Answer to Paragraph 25:** MITAC America lacks knowledge or information sufficient to
13 form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

14
15 **Answer to Paragraph 26:** MITAC America lacks knowledge or information sufficient to
16 form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

17
18 **Answer to Paragraph 27:** MITAC America admits the FAA, Transport Canada, and
19 EASA require certain regulatory standards to be met for the purposes of airworthiness and public
20 safety. MITAC America lacks knowledge or information sufficient to form a belief as to the truth,
21 if any, of the remaining allegations in this paragraph, and therefore denies them.

22
23 **Answer to Paragraph 28:** MITAC America admits these allegations to the extent they
24 are consistent with the referenced laws, regulations, and regulatory materials. MITAC America
25 denies any remaining allegations not specifically admitted herein.

1 **Answer to Paragraph 29:** MITAC America admits these allegations to the extent they
2 are consistent with the referenced laws, regulations, and regulatory materials. MITAC America
3 denies any remaining allegations not specifically admitted herein.

4
5 **Answer to Paragraph 30:** MITAC America admits these allegations to the extent they
6 are consistent with the referenced laws, regulations, and regulatory materials. MITAC America
7 denies any remaining allegations not specifically admitted herein.

8
9 **Answer to Paragraph 31:** MITAC America admits these allegations to the extent they
10 are consistent with the referenced laws, regulations, and regulatory materials. MITAC America
11 denies any remaining allegations not specifically admitted herein.

12
13 **Answer to Paragraph 32:** MITAC America admits these allegations to the extent they
14 are consistent with the referenced laws, regulations, and regulatory materials. MITAC America
15 denies any remaining allegations not specifically admitted herein.

16
17 **Answer to Paragraph 33:** MITAC America lacks knowledge or information sufficient to
18 form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

19
20 **Answer to Paragraph 34:** The allegations in this paragraph concern parties other than
21 MITAC America, and therefore no response is required. To the extent a response is required,
22 MITAC America admits that the MRJ has yet to receive all necessary certifications to enter into
23 service. MITAC America further admits that the MRJ is a narrow-body, geared turbofan twin-
24 engine jet aircraft. MITAC America denies the characterization of the MRJ as a “medium-range”
25 jet aircraft. MITAC America lacks knowledge or information sufficient to form a belief as to the
26 truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

1
2 **Answer to Paragraph 35:** The allegations in this paragraph concern parties other than
3 MITAC America, and therefore no response is required. To the extent a response is required,
4 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
5 of the allegations in this paragraph, and therefore denies them.
6

7 **Answer to Paragraph 36:** The allegations in this paragraph concern parties other than
8 MITAC America, and therefore no response is required. To the extent a response is required,
9 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
10 of the allegations in this paragraph, and therefore denies them.
11

12 **Answer to Paragraph 37:** The allegations in this paragraph concern parties other than
13 MITAC America, and therefore no response is required. To the extent a response is required,
14 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
15 of the allegations in this paragraph, and therefore denies them.
16

17 **Answer to Paragraph 38:** The allegations in this paragraph concern parties other than
18 MITAC America, and therefore no response is required. To the extent a response is required,
19 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
20 of the allegations in this paragraph, and therefore denies them.
21

22 **Answer to Paragraph 39:** The allegations in this paragraph concern parties other than
23 MITAC America, and therefore no response is required. To the extent a response is required,
24 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
25 of the allegations in this paragraph, and therefore denies them.
26

1 **Answer to Paragraph 40:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
4 of the allegations in this paragraph, and therefore denies them.

5
6 **Answer to Paragraph 41:** MITAC America admits it is a subsidiary of MITAC, but
7 denies MITAC America was formed on June 4, 2014. MITAC America further admits AeroTEC
8 assists MITAC America on the certification project for the MRJ. MITAC America denies the
9 remaining allegations in this paragraph concerning MITAC America. To the extent the allegations
10 in this paragraph concern parties other than MITAC America, no response is required. To the
11 extent a response is required, MITAC America lacks knowledge or information sufficient to form
12 a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
13 them.

14
15 **Answer to Paragraph 42:** MITAC America admits that MITAC America and AeroTEC
16 have assisted MITAC on the MRJ project. MITAC America denies the remaining allegations in
17 this paragraph concerning MITAC America. To the extent the allegations in this paragraph concern
18 parties other than MITAC America, no response is required. To the extent a response is required,
19 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
20 of the remaining allegations in this paragraph, and therefore denies them.

21
22 **Answer to Paragraph 43:** The allegations in this paragraph concern parties other than
23 MITAC America, and therefore no response is required. To the extent a response is required,
24 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
25 of the allegations in this paragraph, and therefore denies them.
26

1 **Answer to Paragraph 44:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
4 of the allegations in this paragraph, and therefore denies them.

5
6 **Answer to Paragraph 45:** The allegations in this paragraph concern parties other than
7 MITAC America, and therefore no response is required. To the extent a response is required,
8 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
9 of the allegations in this paragraph, and therefore denies them.

10
11 **Answer to Paragraph 46:** The allegations in this paragraph concern parties other than
12 MITAC America, and therefore no response is required. To the extent a response is required,
13 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
14 of the allegations in this paragraph, and therefore denies them.

15
16 **Answer to Paragraph 47:** The allegations in this paragraph concern parties other than
17 MITAC America, and therefore no response is required. To the extent a response is required,
18 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
19 of the allegations in this paragraph, and therefore denies them.

20
21 **Answer to Paragraph 48:** The allegations in this paragraph concern parties other than
22 MITAC America, and therefore no response is required. To the extent a response is required,
23 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
24 of the allegations in this paragraph, and therefore denies them.

1 **Answer to Paragraph 49:** MITAC America admits it was involved in organizing and
2 promoting a job fair in Montreal. It denies the remaining allegations in this paragraph directed at
3 MITAC America. To the extent the allegations in this paragraph concern parties other than MITAC
4 America, no response is required. To the extent the Court deems a response is required, MITAC
5 America lacks knowledge or information sufficient to form a belief as to the truth, if any, of the
6 remaining allegations in this paragraph, and therefore denies them.

7
8 **Answer to Paragraph 50:** The allegations in this paragraph concern parties other than
9 MITAC America, and therefore no response is required. To the extent a response is required,
10 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
11 of the allegations in this paragraph, and therefore denies them.

12
13 **Answer to Paragraph 51:** MITAC America admits it recruits qualified personnel from
14 other companies around the world, and will at times use professional recruiting services to assist
15 in recruitment. MITAC America also advertises under its own name to obtain applicants. MITAC
16 America denies the remaining allegations in this paragraph concerning MITAC America. To the
17 extent the allegations in this paragraph concern parties other than MITAC America, no response
18 is required. To the extent a response is required, MITAC America lacks knowledge or information
19 sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and
20 therefore denies them.

21
22 **Answer to Paragraph 52:** The allegations in this paragraph concern parties other than
23 MITAC America, and therefore no response is required. To the extent a response is required,
24 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
25 of the allegations in this paragraph, and therefore denies them.

1 **Answer to Paragraph 53:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
4 of the allegations in this paragraph, and therefore denies them.

5
6 **Answer to Paragraph 54:** The allegations in this paragraph concern parties other than
7 MITAC America, and therefore no response is required. To the extent a response is required,
8 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
9 of the allegations in this paragraph, and therefore denies them.

10
11 **Answer to Paragraph 55:** The allegations in this paragraph concern parties other than
12 MITAC America, and therefore no response is required. To the extent a response is required,
13 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
14 of the allegations in this paragraph, and therefore denies them.

15
16 **Answer to Paragraph 56:** The allegations in this paragraph concern parties other than
17 MITAC America, and therefore no response is required. To the extent a response is required,
18 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
19 of the allegations in this paragraph, and therefore denies them.

20
21 **Answer to Paragraph 57:** The allegations in this paragraph concern parties other than
22 MITAC America, and therefore no response is required. To the extent a response is required,
23 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
24 of the allegations in this paragraph, and therefore denies them.

1 **Answer to Paragraph 58:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
4 of the allegations in this paragraph, and therefore denies them.

5
6 **Answer to Paragraph 59:** MITAC America admits that MITAC America, and upon
7 information and belief AeroTEC, employ qualified individuals, some of whom formerly worked
8 for other aerospace companies around the world. MITAC America denies that Bombardier has
9 sufficiently identified any purported trade secrets and further denies that MITAC America has
10 misappropriated any Bombardier trade secrets. MITAC America lacks knowledge or information
11 sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and
12 therefore denies them.

13
14 **Answer to Paragraph 60:** MITAC America admits Defendant Basson works for
15 AeroTEC. The remaining allegations in this paragraph concern parties other than MITAC
16 America, and therefore no response is required. To the extent a response is required, MITAC
17 America denies that Bombardier has sufficiently identified any purported trade secrets and further
18 denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America
19 also denies Bombardier's Code of Ethics precludes employees from emailing documents to
20 themselves. MITAC America lacks knowledge or information sufficient to form a belief as to
21 the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

22
23 **Answer to Paragraph 61:** MITAC America admits Defendant Delarche worked for
24 AeroTEC and works for MITAC. The remaining allegations in this paragraph concern parties other
25 than MITAC America, and therefore no response is required. To the extent a response is required,
26 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets

1 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
2 MITAC America also denies Bombardier's Code of Ethics precludes employees from emailing
3 documents to themselves. MITAC America lacks knowledge or information sufficient to form a
4 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
5 them.

6
7 **Answer to Paragraph 62:** MITAC America admits Defendant Dorneval works for
8 AeroTEC. The remaining allegations in this paragraph concern parties other than MITAC
9 America, and therefore no response is required. To the extent a response is required, MITAC
10 America denies that Bombardier has sufficiently identified any purported trade secrets and further
11 denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America
12 also denies Bombardier's Code of Ethics precludes employees from emailing documents to
13 themselves. MITAC America lacks knowledge or information sufficient to form a belief as to the
14 truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

15
16 **Answer to Paragraph 63:** The allegations in this paragraph concern parties other than
17 MITAC America, and therefore no response is required. To the extent a response is required,
18 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
19 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
20 MITAC America also denies Bombardier's Code of Ethics precludes employees from emailing
21 documents to themselves. MITAC America lacks knowledge or information sufficient to form a
22 belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

23
24 **Answer to Paragraph 64:** The allegations in this paragraph concern parties other than
25 MITAC America, and therefore no response is required. To the extent a response is required,
26 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets

1 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
2 MITAC America also denies Bombardier's Code of Ethics precludes employees from emailing
3 documents to themselves. MITAC America lacks knowledge or information sufficient to form a
4 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
5 them.

6
7 **Answer to Paragraph 65:** MITAC America admits Defendant Ayre works for MITAC.
8 The remaining allegations in this paragraph concern parties other than MITAC America, and
9 therefore no response is required. To the extent a response is required, MITAC America denies
10 that Bombardier has sufficiently identified any purported trade secrets and further denies that
11 MITAC America has misappropriated any Bombardier trade secrets. MITAC America also denies
12 Bombardier's Code of Ethics precludes employees from emailing documents to themselves.
13 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
14 of the remaining allegations in this paragraph, and therefore denies them.

15
16 **Answer to Paragraph 66:** The allegations in this paragraph concern parties other than
17 MITAC America, and therefore no response is required. To the extent a response is required,
18 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
19 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
20 MITAC America also denies Bombardier's Code of Ethics precludes employees from emailing
21 documents to themselves. MITAC America lacks knowledge or information sufficient to form a
22 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
23 them.

24
25 **Answer to Paragraph 67:** MITAC America denies Defendant Ayre visited and
26 participated in MRJ certification efforts in Washington. MITAC America admits Ayre participated

1 in an in-person interview at a Washington hotel as part of his recruitment. The allegations in this
2 paragraph concern parties other than MITAC America, and therefore no response is required. To
3 the extent a response is required, MITAC America denies that Bombardier has sufficiently
4 identified any purported trade secrets and further denies that MITAC America has misappropriated
5 any Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form
6 a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
7 them.

8
9 **Answer to Paragraph 68:** MITAC America admits Defendant Knystautas works for
10 MITAC. The remaining allegations in this paragraph concern parties other than MITAC America,
11 and therefore no response is required. To the extent a response is required, MITAC America denies
12 that Bombardier has sufficiently identified any purported trade secrets and further denies that
13 MITAC America has misappropriated any Bombardier trade secrets. MITAC America lacks
14 knowledge or information sufficient to form a belief as to the truth, if any, of the remaining
15 allegations in this paragraph, and therefore denies them.

16
17 **Answer to Paragraph 69:** MITAC America admits Defendant Knystautas works at
18 MITAC. MITAC America lacks knowledge or information sufficient to form a belief as to the
19 truth, if any, of the remaining allegations in the first sentence, and therefore denies them. To the
20 extent the remaining allegations in this paragraph concern parties other than MITAC America, no
21 response is required. To the extent a response is required, MITAC America denies that Bombardier
22 has sufficiently identified any purported trade secrets and further denies that MITAC America has
23 misappropriated any Bombardier trade secrets. MITAC America lacks knowledge or information
24 sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and
25 therefore denies them.
26

CLAIMS FOR RELIEF

Count I: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq.* (MITAC)

Answer to Paragraph 70: MITAC America incorporates by reference its answers to the allegations in the preceding paragraphs.

Answer to Paragraph 71: The allegations in this paragraph concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 72: The allegations in this paragraph concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 73: The allegations in this paragraph contain legal conclusions and concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 74: MITAC America admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

1
2 **Answer to Paragraph 75:** The allegations in this paragraph contain legal conclusions
3 and concern parties other than MITAC America, and therefore no response is required. To the
4 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
5 any purported trade secrets and further denies that MITAC America has misappropriated any
6 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
7 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
8 them.

9
10 **Answer to Paragraph 76:** MITAC America admits it employs qualified individuals, some
11 of whom formerly worked for other aerospace companies around the world. The remaining
12 allegations in this paragraph contain legal conclusions and concern parties other than MITAC
13 America, and therefore no response is required. To the extent a response is required, MITAC
14 America denies that Bombardier has sufficiently identified any purported trade secrets and further
15 denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America
16 lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining
17 allegations in this paragraph, and therefore denies them.

18
19 **Answer to Paragraph 77:** The allegations in this paragraph contain legal conclusions and
20 concern parties other than MITAC America, and therefore no response is required. To the extent
21 a response is required, MITAC America denies that Bombardier has sufficiently identified any
22 purported trade secrets and further denies that MITAC America has misappropriated any
23 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
24 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
25 them.

1 **Answer to Paragraph 78:** The allegations in this paragraph contain legal conclusions and
2 concern parties other than MITAC America, and therefore no response is required. To the extent
3 a response is required, MITAC America denies that Bombardier has sufficiently identified any
4 purported trade secrets and further denies that MITAC America has misappropriated any
5 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
6 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
7 them.

8
9 **Answer to Paragraph 79:** The allegations in this paragraph contain legal conclusions and
10 concern parties other than MITAC America, and therefore no response is required. To the extent
11 a response is required, MITAC America denies that Bombardier has sufficiently identified any
12 purported trade secrets and further denies that MITAC America has misappropriated any
13 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
14 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
15 them.

16
17 **Answer to Paragraph 80:** The allegations in this paragraph contain legal conclusions and
18 concern parties other than MITAC America, and therefore no response is required. To the extent
19 a response is required, MITAC America denies that Bombardier has sufficiently identified any
20 purported trade secrets and further denies that MITAC America has misappropriated any
21 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
22 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
23 them.

Count II: Violation of the Washington Uniform Trade Secrets Act (WUTSA),
RCW 19.108.010 et seq. (MITAC)

Answer to Paragraph 81: MITAC America incorporates by reference its answers to the allegations in the preceding paragraphs.

Answer to Paragraph 82: The allegations in this paragraph concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 83: The allegations in this paragraph concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 84: The allegations in this paragraph contain legal conclusions and concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 85: MITAC America admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

1
2 **Answer to Paragraph 86:** The allegations in this paragraph contain legal conclusions and
3 concern parties other than MITAC America, and therefore no response is required. To the extent
4 a response is required, MITAC America denies that Bombardier has sufficiently identified any
5 purported trade secrets and further denies that MITAC America has misappropriated any
6 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
7 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
8 them.

9
10 **Answer to Paragraph 87:** MITAC America admits it employs qualified individuals, some
11 of whom formerly worked for other aerospace companies around the world. The remaining
12 allegations in this paragraph contain legal conclusions and concern parties other than MITAC
13 America, and therefore no response is required. To the extent a response is required, MITAC
14 America denies that Bombardier has sufficiently identified any purported trade secrets and further
15 denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America
16 lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining
17 allegations in this paragraph, and therefore denies them.

18
19 **Answer to Paragraph 88:** The allegations in this paragraph contain legal conclusions and
20 concern parties other than MITAC America, and therefore no response is required. To the extent
21 a response is required, MITAC America denies that Bombardier has sufficiently identified any
22 purported trade secrets and further denies that MITAC America has misappropriated any
23 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
24 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
25 them.
26

1 **Answer to Paragraph 89:** The allegations in this paragraph contain legal conclusions and
2 concern parties other than MITAC America, and therefore no response is required. To the extent
3 a response is required, MITAC America denies that Bombardier has sufficiently identified any
4 purported trade secrets and further denies that MITAC America has misappropriated any
5 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
6 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
7 them.

8
9 **Answer to Paragraph 90:** The allegations in this paragraph contain legal conclusions and
10 concern parties other than MITAC America, and therefore no response is required. To the extent
11 a response is required, MITAC America denies that Bombardier has sufficiently identified any
12 purported trade secrets and further denies that MITAC America has misappropriated any
13 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
14 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
15 them.

16
17 **Answer to Paragraph 91:** The allegations in this paragraph contain legal conclusions and
18 concern parties other than MITAC America, and therefore no response is required. To the extent
19 a response is required, MITAC America denies that Bombardier has sufficiently identified any
20 purported trade secrets and further denies that MITAC America has misappropriated any
21 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
22 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
23 them.

Count III: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.
(MITAC America)

Answer to Paragraph 92: MITAC America incorporates by reference its answers to the allegations in the preceding paragraphs.

Answer to Paragraph 93: Denied.

Answer to Paragraph 94: Denied.

Answer to Paragraph 95: Denied.

Answer to Paragraph 96: The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 97: MITAC America admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 98: The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

1 **Answer to Paragraph 99:** MITAC America admits that the MRJ is a narrow-body, geared
2 turboprop twin-engine jet aircraft. MITAC America denies the characterization of the MRJ as a
3 “medium-range” jet aircraft. MITAC America further admits it employs qualified individuals who
4 formerly worked for other aerospace companies around the world. To the extent the remaining
5 allegations in this paragraph contain legal conclusions and concern parties other than MITAC
6 America, and therefore no response is required. To the extent a response is required, MITAC
7 America denies that Bombardier has sufficiently identified any purported trade secrets and further
8 denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America
9 lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining
10 allegations concerning parties other than MITAC America in this paragraph, and therefore denies
11 them. To the extent the allegations in this paragraph concern MITAC America, those allegations
12 are denied.

13
14 **Answer to Paragraph 100:** The allegations in this paragraph contain legal conclusions,
15 and therefore no response is required. To the extent a response is required, MITAC America
16 denies the allegations in this paragraph.

17
18 **Answer to Paragraph 101:** The allegations in this paragraph contain legal conclusions,
19 and therefore no response is required. To the extent a response is required, MITAC America
20 denies the allegations in this paragraph.

21
22 **Answer to Paragraph 102:** The allegations in this paragraph contain legal conclusions,
23 and therefore no response is required. To the extent a response is required, MITAC America
24 denies the allegations in this paragraph.

1 **Answer to Paragraph 103:** The allegations in this paragraph contain legal conclusions,
2 and therefore no response is required. To the extent a response is required, MITAC America
3 denies the allegations in this paragraph.

4
5 **Count IV: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**
6 **RCW 19.108.010 et seq. (MITAC AMERICA)**

7 **Answer to Paragraph 104:** MITAC America incorporates by reference its answers to the
8 allegations in the preceding paragraphs.

9
10 **Answer to Paragraph 105:** Denied.

11
12 **Answer to Paragraph 106:** Denied.

13
14 **Answer to Paragraph 107:** The allegations in this paragraph contain legal conclusions,
15 and therefore no response is required. To the extent a response is required, MITAC America
16 denies the allegations in this paragraph.

17
18 **Answer to Paragraph 108:** MITAC America admits that the MRJ is a narrow-body,
19 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
20 as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal
21 conclusions, and therefore no response is required. To the extent a response is required, MITAC
22 America denies the remaining allegations in this paragraph.

23
24 **Answer to Paragraph 109:** The allegations in this paragraph contain legal conclusions,
25 and therefore no response is required. To the extent a response is required, MITAC America
26 denies the allegations in this paragraph.

1
2 **Answer to Paragraph 110:** MITAC America admits that the MRJ is a narrow-body,
3 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
4 as a “medium-range” jet aircraft. MITAC America further admits it employs qualified individuals,
5 some of whom formerly worked for other aerospace companies around the world. To the extent
6 the allegations in this paragraph contain legal conclusions and concern parties other than MITAC
7 America, and therefore no response is required. To the extent a response is required, MITAC
8 America denies that Bombardier has sufficiently identified any purported trade secrets and further
9 denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America
10 lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining
11 allegations concerning parties other than MITAC America in this paragraph, and therefore denies
12 them. To the extent the allegations in this paragraph concern MITAC America, those allegations
13 are denied.
14

15 **Answer to Paragraph 111:** The allegations in this paragraph contain legal conclusions,
16 and therefore no response is required. To the extent a response is required, MITAC America
17 denies the allegations in this paragraph.
18

19 **Answer to Paragraph 112:** The allegations in this paragraph contain legal conclusions,
20 and therefore no response is required. To the extent a response is required, MITAC America
21 denies the allegations in this paragraph.
22

23 **Answer to Paragraph 113:** The allegations in this paragraph contain legal conclusions,
24 and therefore no response is required. To the extent a response is required, MITAC America
25 denies the allegations in this paragraph.
26

1 **Answer to Paragraph 114:** The allegations in this paragraph contain legal conclusions,
2 and therefore no response is required. To the extent a response is required, MITAC America
3 denies the allegations in this paragraph.

4
5 **Count V: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq. (AeroTEC)**

6 **Answer to Paragraph 115:** MITAC America incorporates by reference its answers to the
7 allegations in the preceding paragraphs.

8
9 **Answer to Paragraph 116:** The allegations in this paragraph concern parties other than
10 MITAC America, and therefore no response is required. To the extent a response is required,
11 MITAC America denies the allegations in this paragraph.

12
13 **Answer to Paragraph 117:** The allegations in this paragraph concern parties other than
14 MITAC America, and therefore no response is required. To the extent a response is required,
15 MITAC America denies the allegations in this paragraph.

16
17 **Answer to Paragraph 118:** The allegations in this paragraph contain legal conclusions
18 and concern parties other than MITAC America, and therefore no response is required. To the
19 extent a response is required, MITAC America denies the allegations in this paragraph.

20
21 **Answer to Paragraph 119:** MITAC America admits that the MRJ is a narrow-body,
22 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
23 as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal
24 conclusions and concern parties other than MITAC America, and therefore no response is required.
25 To the extent a response is required, MITAC America denies that Bombardier has sufficiently
26 identified any purported trade secrets and further denies that MITAC America has misappropriated

1 any Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form
2 a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
3 them.

4
5 **Answer to Paragraph 120:** The allegations in this paragraph contain legal conclusions
6 and concern parties other than MITAC America, and therefore no response is required. To the
7 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
8 any purported trade secrets and further denies that MITAC America has misappropriated any
9 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
10 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
11 them.

12
13 **Answer to Paragraph 121:** MITAC America admits that AeroTEC is working on the
14 MRJ project. MITAC America further admits that MITAC America, and upon information and
15 belief AeroTEC, employ qualified individuals, some of whom formerly worked for other
16 aerospace companies around the world. The remaining allegations in this paragraph concern
17 parties other than MITAC America, and therefore no response is required. To the extent a response
18 is required, MITAC America denies that Bombardier has sufficiently identified any purported
19 trade secrets and further denies that MITAC America has misappropriated any Bombardier trade
20 secrets. MITAC America lacks knowledge or information sufficient to form a belief as to the truth,
21 if any, of the remaining allegations in this paragraph, and therefore denies them.

22
23 **Answer to Paragraph 122:** The allegations in this paragraph contain legal conclusions
24 and concern parties other than MITAC America, and therefore no response is required. To the
25 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
26 any purported trade secrets and further denies that MITAC America has misappropriated any

1 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
2 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
3 them.

4
5 **Answer to Paragraph 123:** The allegations in this paragraph contain legal conclusions
6 and concern parties other than MITAC America, and therefore no response is required. To the
7 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
8 any purported trade secrets and further denies that MITAC America has misappropriated any
9 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
10 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
11 them.

12
13 **Answer to Paragraph 124:** The allegations in this paragraph contain legal conclusions
14 and concern parties other than MITAC America, and therefore no response is required. To the
15 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
16 any purported trade secrets and further denies that MITAC America has misappropriated any
17 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
18 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
19 them.

20
21 **Answer to Paragraph 125:** The allegations in this paragraph contain legal conclusions
22 and concern parties other than MITAC America, and therefore no response is required. To the
23 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
24 any purported trade secrets and further denies that MITAC America has misappropriated any
25 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
26

1 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
2 them.

3
4 **Count VI: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**
5 **RCW 19.108.010 et seq. (AeroTEC)**

6 **Answer to Paragraph 126:** MITAC America incorporates by reference its answers to the
7 allegations in the preceding paragraphs.

8
9 **Answer to Paragraph 127:** The allegations in this paragraph concern parties other than
10 MITAC America, and therefore no response is required. To the extent a response is required,
11 MITAC America denies the allegations in this paragraph.

12
13 **Answer to Paragraph 128:** The allegations in this paragraph concern parties other than
14 MITAC America, and therefore no response is required. To the extent a response is required,
15 MITAC America denies the allegations in this paragraph.

16
17 **Answer to Paragraph 129:** The allegations in this paragraph contain legal conclusions
18 and concern parties other than MITAC America, and therefore no response is required. To the
19 extent a response is required, MITAC America denies the allegations in this paragraph.

20
21 **Answer to Paragraph 130:** MITAC America admits that the MRJ is a narrow-body,
22 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
23 as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal
24 conclusions and concern parties other than MITAC America, and therefore no response is required.
25 To the extent a response is required, MITAC America denies that Bombardier has sufficiently
26 identified any purported trade secrets and further denies that MITAC America has misappropriated

1 any Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form
2 a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
3 them.

4
5 **Answer to Paragraph 131:** The allegations in this paragraph contain legal conclusions
6 and concern parties other than MITAC America, and therefore no response is required. To the
7 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
8 any purported trade secrets and further denies that MITAC America has misappropriated any
9 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
10 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
11 them.

12
13 **Answer to Paragraph 132:** MITAC America admits that AeroTEC is working on the
14 MRJ project. MITAC America further admits that MITAC America, and upon information and
15 belief AeroTEC, employ qualified individuals, some of whom formerly worked for other
16 aerospace companies around the world. The remaining allegations in this paragraph concern
17 parties other than MITAC America, and therefore no response is required. To the extent a response
18 is required, MITAC America denies that Bombardier has sufficiently identified any purported
19 trade secrets and further denies that MITAC America has misappropriated any Bombardier trade
20 secrets. MITAC America lacks knowledge or information sufficient to form a belief as to the truth,
21 if any, of the remaining allegations in this paragraph, and therefore denies them.

22
23 **Answer to Paragraph 133:** The allegations in this paragraph contain legal conclusions
24 and concern parties other than MITAC America, and therefore no response is required. To the
25 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
26 any purported trade secrets and further denies that MITAC America has misappropriated any

1 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
2 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
3 them.

4
5 **Answer to Paragraph 134:** The allegations in this paragraph contain legal conclusions
6 and concern parties other than MITAC America, and therefore no response is required. To the
7 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
8 any purported trade secrets and further denies that MITAC America has misappropriated any
9 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
10 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
11 them.

12
13 **Answer to Paragraph 135:** The allegations in this paragraph contain legal conclusions
14 and concern parties other than MITAC America, and therefore no response is required. To the
15 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
16 any purported trade secrets and further denies that MITAC America has misappropriated any
17 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
18 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
19 them.

20
21 **Answer to Paragraph 136:** The allegations in this paragraph contain legal conclusions
22 and concern parties other than MITAC America, and therefore no response is required. To the
23 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
24 any purported trade secrets and further denies that MITAC America has misappropriated any
25 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
26

1 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
2 them.

3
4 **Count VII: Tortious Interference with Contractual Relationship and/or Business**

5 **Expectancy (MITAC)**

6 **Answer to Paragraph 137:** MITAC America incorporates by reference its answers to the
7 allegations in the preceding paragraphs.

8
9 **Answer to Paragraph 138:** The allegations in this paragraph concern parties other than
10 MITAC America, and therefore no response is required. To the extent a response is required,
11 MITAC America denies the allegations in this paragraph.

12
13 **Answer to Paragraph 139:** The allegations in this paragraph concern parties other than
14 MITAC America, and therefore no response is required. To the extent a response is required,
15 MITAC America denies the allegations in this paragraph.

16
17 **Answer to Paragraph 140:** The allegations in this paragraph concern parties other than
18 MITAC America, and therefore no response is required. To the extent a response is required,
19 MITAC America denies the allegations in this paragraph.

20
21 **Answer to Paragraph 141:** The allegations in this paragraph concern parties other than
22 MITAC America, and therefore no response is required. To the extent a response is required,
23 MITAC America denies the allegations in this paragraph.

24
25 **Answer to Paragraph 142:** The allegations in this paragraph concern parties other than
26 MITAC America, and therefore no response is required. To the extent a response is required,

1 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
2 of the allegations in this paragraph, and therefore denies them.

3
4 **Answer to Paragraph 143:** The allegations in this paragraph contain legal conclusions
5 and concern parties other than MITAC America, and therefore no response is required. To the
6 extent a response is required, MITAC America lacks knowledge or information sufficient to form
7 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

8
9 **Answer to Paragraph 144:** The allegations in this paragraph contain legal conclusions
10 and concern parties other than MITAC America, and therefore no response is required. To the
11 extent a response is required, MITAC America lacks knowledge or information sufficient to form
12 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

13
14 **Answer to Paragraph 145:** The allegations in this paragraph contain legal conclusions
15 and concern parties other than MITAC America, and therefore no response is required. To the
16 extent a response is required, MITAC America lacks knowledge or information sufficient to form
17 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

18
19 **Count VIII: Tortious Interference with Contractual Relationship and/or Business**

20 **Expectancy (MITAC AMERICA)**

21 **Answer to Paragraph 146:** MITAC America incorporates by reference its answers to the
22 allegations in the preceding paragraphs.

23
24 **Answer to Paragraph 147:** Denied.

25
26 **Answer to Paragraph 148:** Denied.

1
2 **Answer to Paragraph 149:** Denied.

3
4 **Answer to Paragraph 150:** Denied.

5
6 **Answer to Paragraph 151:** Denied.

7
8 **Answer to Paragraph 152:** MITAC America admits that MITAC America employs
9 qualified individuals, some of whom formerly worked for other aerospace companies around the
10 world. The remaining allegations in this paragraph contain legal conclusions, and therefore no
11 response is required. To the extent a response is required, MITAC America denies the remaining
12 allegations in this paragraph.

13
14 **Answer to Paragraph 153:** The allegations in this paragraph contain legal conclusions,
15 and therefore no response is required. To the extent a response is required, MITAC America
16 denies the allegations in this paragraph.

17
18 **Answer to Paragraph 154:** The allegations in this paragraph contain legal conclusions,
19 and therefore no response is required. To the extent a response is required, MITAC America
20 denies the allegations in this paragraph.

21
22 **Count IX: Tortious Interference with Contractual Relationship and/or Business**

23 **Expectancy (AeroTEC)**

24 **Answer to Paragraph 155:** MITAC America incorporates by reference its answers to the
25 allegations in the preceding paragraphs.

1 **Answer to Paragraph 156:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America denies the allegations in this paragraph.

4
5 **Answer to Paragraph 157:** The allegations in this paragraph concern parties other than
6 MITAC America, and therefore no response is required. To the extent a response is required,
7 MITAC America denies the allegations in this paragraph.

8
9 **Answer to Paragraph 158:** The allegations in this paragraph concern parties other than
10 MITAC America, and therefore no response is required. To the extent a response is required,
11 MITAC America denies the allegations in this paragraph.

12
13 **Answer to Paragraph 159:** The allegations in this paragraph concern parties other than
14 MITAC America, and therefore no response is required. To the extent a response is required,
15 MITAC America denies the allegations in this paragraph.

16
17 **Answer to Paragraph 160:** The allegations in this paragraph concern parties other than
18 MITAC America, and therefore no response is required. To the extent a response is required,
19 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
20 of the allegations in this paragraph, and therefore denies them.

21
22 **Answer to Paragraph 161:** The allegations in this paragraph contain legal conclusions
23 and concern parties other than MITAC America, and therefore no response is required. To the
24 extent a response is required, MITAC America lacks knowledge or information sufficient to form
25 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

1 **Answer to Paragraph 162:** The allegations in this paragraph contain legal conclusions
2 and concern parties other than MITAC America, and therefore no response is required. To the
3 extent a response is required, MITAC America lacks knowledge or information sufficient to form
4 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

5
6 **Answer to Paragraph 163:** The allegations in this paragraph contain legal conclusions
7 and concern parties other than MITAC America, and therefore no response is required. To the
8 extent a response is required, MITAC America lacks knowledge or information sufficient to form
9 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

10
11 **Count X: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.**

12 **(Laurus Basson)**

13 **Answer to Paragraph 164:** MITAC America incorporates by reference its answers to the
14 allegations in the preceding paragraphs.

15
16 **Answer to Paragraph 165:** The allegations in this paragraph concern parties other than
17 MITAC America, and therefore no response is required. To the extent a response is required,
18 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
19 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
20 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
21 of the remaining allegations in this paragraph, and therefore denies them.

22
23 **Answer to Paragraph 166:** The allegations in this paragraph concern parties other than
24 MITAC America, and therefore no response is required. To the extent a response is required,
25 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
26 and further denies that MITAC America has misappropriated any Bombardier trade secrets.

1 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
2 of the remaining allegations in this paragraph, and therefore denies them.

3
4 **Answer to Paragraph 167:** The allegations in this paragraph contain legal conclusions
5 and concern parties other than MITAC America, and therefore no response is required. To the
6 extent a response is required, MITAC America denies the allegations in this paragraph.

7
8 **Answer to Paragraph 168:** MITAC America admits that the MRJ is a narrow-body,
9 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
10 as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern
11 MITAC America, those allegations are denied. The remaining allegations in this paragraph
12 contain legal conclusions and concern parties other than MITAC America, and therefore no
13 response is required. To the extent a response is required, MITAC America denies that
14 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
15 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
16 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
17 paragraph, and therefore denies them.

18
19 **Answer to Paragraph 169:** The allegations in this paragraph contain legal conclusions
20 and concern parties other than MITAC America, and therefore no response is required. To the
21 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
22 any purported trade secrets and further denies that MITAC America has misappropriated any
23 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
24 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
25 them.

1 **Answer to Paragraph 170:** The allegations in this paragraph contain legal conclusions
2 and concern parties other than MITAC America, and therefore no response is required. To the
3 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
4 any purported trade secrets and further denies that MITAC America has misappropriated any
5 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
6 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
7 them.

8
9 **Answer to Paragraph 171:** The allegations in this paragraph contain legal conclusions
10 and concern parties other than MITAC America, and therefore no response is required. To the
11 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
12 any purported trade secrets and further denies that MITAC America has misappropriated any
13 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
14 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
15 them.

16
17 **Answer to Paragraph 172:** The allegations in this paragraph contain legal conclusions
18 and concern parties other than MITAC America, and therefore no response is required. To the
19 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
20 any purported trade secrets and further denies that MITAC America has misappropriated any
21 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
22 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
23 them.

Count XI: Violation of the Washington Uniform Trade Secrets Act (WUTSA),
RCW 19.108.010 et seq. (Laurus Basson)

Answer to Paragraph 173: MITAC America incorporates by reference its answers to the allegations in the preceding paragraphs.

Answer to Paragraph 174: The allegations in this paragraph concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them

Answer to Paragraph 175: The allegations in this paragraph concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

Answer to Paragraph 176: The allegations in this paragraph contain legal conclusions and concern parties other than MITAC America, and therefore no response is required. To the extent a response is required, MITAC America denies the allegations in this paragraph.

Answer to Paragraph 177: MITAC America admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern

1 MITAC America, those allegations are denied. The remaining allegations in this paragraph
2 contain legal conclusions and concern parties other than MITAC America, and therefore no
3 response is required. To the extent a response is required, MITAC America denies that
4 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
5 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
6 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
7 paragraph, and therefore denies them.

8
9 **Answer to Paragraph 178:** The allegations in this paragraph contain legal conclusions
10 and concern parties other than MITAC America, and therefore no response is required. To the
11 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
12 any purported trade secrets and further denies that MITAC America has misappropriated any
13 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
14 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
15 them.

16
17 **Answer to Paragraph 179:** The allegations in this paragraph contain legal conclusions
18 and concern parties other than MITAC America, and therefore no response is required. To the
19 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
20 any purported trade secrets and further denies that MITAC America has misappropriated any
21 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
22 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
23 them.

24
25 **Answer to Paragraph 180:** The allegations in this paragraph contain legal conclusions
26 and concern parties other than MITAC America, and therefore no response is required. To the

1 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
2 any purported trade secrets and further denies that MITAC America has misappropriated any
3 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
4 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
5 them.

6
7 **Answer to Paragraph 181:** The allegations in this paragraph contain legal conclusions
8 and concern parties other than MITAC America, and therefore no response is required. To the
9 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
10 any purported trade secrets and further denies that MITAC America has misappropriated any
11 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
12 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
13 them.

14
15 **Count XII: Breach of Contract (Laurus Basson)**

16 **Answer to Paragraph 182:** MITAC America incorporates by reference its answers to the
17 allegations in the preceding paragraphs.

18
19 **Answer to Paragraph 183:** The allegations in this paragraph concern parties other than
20 MITAC America, and therefore no response is required. To the extent a response is required,
21 MITAC America denies the allegations in this paragraph.

22
23 **Answer to Paragraph 184:** The allegations in this paragraph contain legal conclusions
24 and concern parties other than MITAC America, and therefore no response is required. To the
25 extent a response is required, MITAC America lacks knowledge or information sufficient to form
26 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

1
2 **Answer to Paragraph 185:** MITAC America denies Bombardier's Code of Ethics is
3 violated when employees email themselves documents. The remaining allegations in this
4 paragraph contain legal conclusions and concern parties other than MITAC America, and therefore
5 no response is required. To the extent a response is required, MITAC America lacks knowledge
6 or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph,
7 and therefore denies them.

8
9 **Answer to Paragraph 186:** The allegations in this paragraph contain legal conclusions
10 and concern parties other than MITAC America, and therefore no response is required. To the
11 extent a response is required, MITAC America lacks knowledge or information sufficient to form
12 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

13
14 **Count XIII: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.**

15 **(Marc-Antoine Delarche)**

16 **Answer to Paragraph 187:** MITAC America incorporates by reference its answers to the
17 allegations in the preceding paragraphs.

18
19 **Answer to Paragraph 188:** The allegations in this paragraph concern parties other than
20 MITAC America, and therefore no response is required. To the extent a response is required,
21 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
22 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
23 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
24 of the remaining allegations in this paragraph, and therefore denies them.

1 **Answer to Paragraph 189:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
4 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
5 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
6 of the remaining allegations in this paragraph, and therefore denies them.

7
8 **Answer to Paragraph 190:** The allegations in this paragraph contain legal conclusions
9 and concern parties other than MITAC America, and therefore no response is required. To the
10 extent a response is required, MITAC America denies the allegations in this paragraph.

11
12 **Answer to Paragraph 191:** MITAC America admits that the MRJ is a narrow-body,
13 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
14 as a “medium-range” jet aircraft.. To the extent the remaining allegations in this paragraph concern
15 MITAC America, those allegations are denied. The remaining allegations in this paragraph
16 contain legal conclusions and concern parties other than MITAC America, and therefore no
17 response is required. To the extent a response is required, MITAC America denies that
18 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
19 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
20 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
21 paragraph, and therefore denies them.

22
23 **Answer to Paragraph 192:** The allegations in this paragraph contain legal conclusions
24 and concern parties other than MITAC America, and therefore no response is required. To the
25 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
26 any purported trade secrets and further denies that MITAC America has misappropriated any

1 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
2 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
3 them.

4
5 **Answer to Paragraph 193:** The allegations in this paragraph contain legal conclusions
6 and concern parties other than MITAC America, and therefore no response is required. To the
7 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
8 any purported trade secrets and further denies that MITAC America has misappropriated any
9 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
10 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
11 them.

12
13 **Answer to Paragraph 194:** The allegations in this paragraph contain legal conclusions
14 and concern parties other than MITAC America, and therefore no response is required. To the
15 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
16 any purported trade secrets and further denies that MITAC America has misappropriated any
17 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
18 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
19 them

20
21 **Answer to Paragraph 195:** The allegations in this paragraph contain legal conclusions
22 and concern parties other than MITAC America, and therefore no response is required. To the
23 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
24 any purported trade secrets and further denies that MITAC America has misappropriated any
25 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
26

1 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
2 them

3
4 **Count XIV: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**
5 **RCW 19.108.010 et seq. (Marc-Antoine Delarche)**

6 **Answer to Paragraph 196:** MITAC America incorporates by reference its answers to the
7 allegations in the preceding paragraphs.

8
9 **Answer to Paragraph 197:** The allegations in this paragraph concern parties other than
10 MITAC America, and therefore no response is required. To the extent a response is required,
11 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
12 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
13 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
14 of the remaining allegations in this paragraph, and therefore denies them.

15
16 **Answer to Paragraph 198:** The allegations in this paragraph concern parties other than
17 MITAC America, and therefore no response is required. To the extent a response is required,
18 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
19 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
20 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
21 of the remaining allegations in this paragraph, and therefore denies them.

22
23 **Answer to Paragraph 199:** The allegations in this paragraph contain legal conclusions
24 and concern parties other than MITAC America, and therefore no response is required. To the
25 extent a response is required, MITAC America denies the allegations in this paragraph.

1 **Answer to Paragraph 200:** MITAC America admits that the MRJ is a narrow-body,
2 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
3 as a “medium-range” jet aircraft.. To the extent the remaining allegations in this paragraph concern
4 MITAC America, those allegations are denied. The remaining allegations in this paragraph
5 contain legal conclusions and concern parties other than MITAC America, and therefore no
6 response is required. To the extent a response is required, MITAC America denies that
7 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
8 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
9 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
10 paragraph, and therefore denies them.

11
12 **Answer to Paragraph 201:** The allegations in this paragraph contain legal conclusions
13 and concern parties other than MITAC America, and therefore no response is required. To the
14 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
15 any purported trade secrets and further denies that MITAC America has misappropriated any
16 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
17 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
18 them.

19
20 **Answer to Paragraph 202:** The allegations in this paragraph contain legal conclusions
21 and concern parties other than MITAC America, and therefore no response is required. To the
22 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
23 any purported trade secrets and further denies that MITAC America has misappropriated any
24 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
25 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
26 them.

1
2 **Answer to Paragraph 203:** The allegations in this paragraph contain legal conclusions
3 and concern parties other than MITAC America, and therefore no response is required. To the
4 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
5 any purported trade secrets and further denies that MITAC America has misappropriated any
6 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
7 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
8 them.

9
10 **Answer to Paragraph 204:** The allegations in this paragraph contain legal conclusions
11 and concern parties other than MITAC America, and therefore no response is required. To the
12 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
13 any purported trade secrets and further denies that MITAC America has misappropriated any
14 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
15 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
16 them.

17
18 **Count XV: Breach of Contract (Marc-Antoine Delarche)**

19 **Answer to Paragraph 205:** MITAC America incorporates by reference its answers to the
20 allegations in the preceding paragraphs.

21
22 **Answer to Paragraph 206:** The allegations in this paragraph concern parties other than
23 MITAC America, and therefore no response is required. To the extent a response is required,
24 MITAC America denies the allegations in this paragraph.

1 **Answer to Paragraph 207:** The allegations in this paragraph contain legal conclusions
2 and concern parties other than MITAC America, and therefore no response is required. To the
3 extent a response is required, MITAC America lacks knowledge or information sufficient to form
4 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

5
6 **Answer to Paragraph 208:** MITAC America denies Bombardier's Code of Ethics is
7 violated when employees email themselves documents. The remaining allegations in this
8 paragraph contain legal conclusions and concern parties other than MITAC America, and therefore
9 no response is required. To the extent a response is required, MITAC America lacks knowledge
10 or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph,
11 and therefore denies them.

12
13 **Answer to Paragraph 209:** The allegations in this paragraph contain legal conclusions
14 and concern parties other than MITAC America, and therefore no response is required. To the
15 extent a response is required, MITAC America lacks knowledge or information sufficient to form
16 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

17
18 **Count XVI: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.**

19 **(Cindy Dornéval)**

20 **Answer to Paragraph 210:** MITAC America incorporates by reference its answers to the
21 allegations in the preceding paragraphs.

22
23 **Answer to Paragraph 211:** The allegations in this paragraph concern parties other than
24 MITAC America, and therefore no response is required. To the extent a response is required,
25 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
26 and further denies that MITAC America has misappropriated any Bombardier trade secrets.

1 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
2 of the remaining allegations in this paragraph, and therefore denies them.

3
4 **Answer to Paragraph 212:** The allegations in this paragraph concern parties other than
5 MITAC America, and therefore no response is required. To the extent a response is required,
6 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
7 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
8 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
9 of the remaining allegations in this paragraph, and therefore denies them.

10
11 **Answer to Paragraph 213:** The allegations in this paragraph contain legal conclusions
12 and concern parties other than MITAC America, and therefore no response is required. To the
13 extent a response is required, MITAC America denies the allegations in this paragraph.

14
15 **Answer to Paragraph 214:** MITAC America admits that the MRJ is a narrow-body,
16 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
17 as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern
18 MITAC America, those allegations are denied. The remaining allegations in this paragraph
19 contain legal conclusions and concern parties other than MITAC America, and therefore no
20 response is required. To the extent a response is required, MITAC America denies that
21 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
22 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
23 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
24 paragraph, and therefore denies them.

1 **Answer to Paragraph 215:** The allegations in this paragraph contain legal conclusions
2 and concern parties other than MITAC America, and therefore no response is required. To the
3 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
4 any purported trade secrets and further denies that MITAC America has misappropriated any
5 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
6 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
7 them.

8
9 **Answer to Paragraph 216:** The allegations in this paragraph contain legal conclusions
10 and concern parties other than MITAC America, and therefore no response is required. To the
11 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
12 any purported trade secrets and further denies that MITAC America has misappropriated any
13 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
14 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
15 them.

16
17 **Answer to Paragraph 217:** The allegations in this paragraph contain legal conclusions
18 and concern parties other than MITAC America, and therefore no response is required. To the
19 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
20 any purported trade secrets and further denies that MITAC America has misappropriated any
21 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
22 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
23 them.

24
25 **Answer to Paragraph 218:** The allegations in this paragraph contain legal conclusions
26 and concern parties other than MITAC America, and therefore no response is required. To the

1 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
2 any purported trade secrets and further denies that MITAC America has misappropriated any
3 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
4 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
5 them.

6
7 **Count XVII: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**
8 **RCW 19.108.010 et seq. (Cindy Dornéval)**

9 **Answer to Paragraph 219:** MITAC America incorporates by reference its answers to the
10 allegations in the preceding paragraphs.

11
12 **Answer to Paragraph 220:** The allegations in this paragraph concern parties other than
13 MITAC America, and therefore no response is required. To the extent a response is required,
14 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
15 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
16 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
17 of the remaining allegations in this paragraph, and therefore denies them.

18
19 **Answer to Paragraph 221:** The allegations in this paragraph concern parties other than
20 MITAC America, and therefore no response is required. To the extent a response is required,
21 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
22 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
23 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
24 of the remaining allegations in this paragraph, and therefore denies them.

1 **Answer to Paragraph 222:** The allegations in this paragraph contain legal conclusions
2 and concern parties other than MITAC America, and therefore no response is required. To the
3 extent a response is required, MITAC America denies the allegations in this paragraph.
4

5 **Answer to Paragraph 223:** MITAC America admits that the MRJ is a narrow-body,
6 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
7 as a “medium-range” jet aircraft.. To the extent the remaining allegations in this paragraph concern
8 MITAC America, those allegations are denied. The remaining allegations in this paragraph
9 contain legal conclusions and concern parties other than MITAC America, and therefore no
10 response is required. To the extent a response is required, MITAC America denies that
11 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
12 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
13 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
14 paragraph, and therefore denies them.
15

16 **Answer to Paragraph 224:** The allegations in this paragraph contain legal conclusions
17 and concern parties other than MITAC America, and therefore no response is required. To the
18 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
19 any purported trade secrets and further denies that MITAC America has misappropriated any
20 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
21 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
22 them.
23

24 **Answer to Paragraph 225:** The allegations in this paragraph contain legal conclusions
25 and concern parties other than MITAC America, and therefore no response is required. To the
26 extent a response is required, MITAC America denies that Bombardier has sufficiently identified

1 any purported trade secrets and further denies that MITAC America has misappropriated any
2 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
3 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
4 them.

5
6 **Answer to Paragraph 226:** The allegations in this paragraph contain legal conclusions
7 and concern parties other than MITAC America, and therefore no response is required. To the
8 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
9 any purported trade secrets and further denies that MITAC America has misappropriated any
10 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
11 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
12 them.

13
14 **Answer to Paragraph 227:** The allegations in this paragraph contain legal conclusions
15 and concern parties other than MITAC America, and therefore no response is required. To the
16 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
17 any purported trade secrets and further denies that MITAC America has misappropriated any
18 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
19 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
20 them.

21
22 **Count XVIII: Breach of Contract (Cindy Dornéval)**

23 **Answer to Paragraph 228:** MITAC America incorporates by reference its answers to the
24 allegations in the preceding paragraphs.

1 **Answer to Paragraph 229:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America denies the allegations in this paragraph.
4

5 **Answer to Paragraph 230:** The allegations in this paragraph contain legal conclusions
6 and concern parties other than MITAC America, and therefore no response is required. To the
7 extent a response is required, MITAC America lacks knowledge or information sufficient to form
8 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.
9

10 **Answer to Paragraph 231:** MITAC America denies Bombardier's Code of Ethics is
11 violated when employees email themselves documents. The allegations in this paragraph contain
12 legal conclusions and concern parties other than MITAC America, and therefore no response is
13 required. To the extent a response is required, MITAC America lacks knowledge or information
14 sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore
15 denies them.
16

17 **Answer to Paragraph 232:** The allegations in this paragraph contain legal conclusions
18 and concern parties other than MITAC America, and therefore no response is required. To the
19 extent a response is required, MITAC America lacks knowledge or information sufficient to form
20 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.
21

22 **Count XIX: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.**

23 **(Michel Korwin-Szymanowski)**

24 **Answer to Paragraph 233:** MITAC America incorporates by reference its answers to the
25 allegations in the preceding paragraphs.
26

1 **Answer to Paragraph 234:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America denies the allegations in this paragraph.

4
5 **Answer to Paragraph 235:** The allegations in this paragraph concern parties other than
6 MITAC America, and therefore no response is required. To the extent a response is required,
7 MITAC America denies the allegations in this paragraph.

8
9 **Answer to Paragraph 236:** The allegations in this paragraph contain legal conclusions
10 and concern parties other than MITAC America, and therefore no response is required. To the
11 extent a response is required, MITAC America denies the allegations in this paragraph.

12
13 **Answer to Paragraph 237:** MITAC America admits that the MRJ is a narrow-body,
14 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
15 as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern
16 MITAC America, those allegations are denied. The remaining allegations in this paragraph
17 contain legal conclusions and concern parties other than MITAC America, and therefore no
18 response is required. To the extent a response is required, MITAC America denies that
19 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
20 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
21 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
22 paragraph, and therefore denies them.

23
24 **Answer to Paragraph 238:** The allegations in this paragraph contain legal conclusions
25 and concern parties other than MITAC America, and therefore no response is required. To the
26 extent a response is required, MITAC America denies that Bombardier has sufficiently identified

1 any purported trade secrets and further denies that MITAC America has misappropriated any
2 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
3 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
4 them.

5
6 **Answer to Paragraph 239:** The allegations in this paragraph contain legal conclusions
7 and concern parties other than MITAC America, and therefore no response is required. To the
8 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
9 any purported trade secrets and further denies that MITAC America has misappropriated any
10 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
11 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
12 them.

13
14 **Answer to Paragraph 240:** The allegations in this paragraph contain legal conclusions
15 and concern parties other than MITAC America, and therefore no response is required. To the
16 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
17 any purported trade secrets and further denies that MITAC America has misappropriated any
18 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
19 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
20 them.

21
22 **Answer to Paragraph 241:** The allegations in this paragraph contain legal conclusions
23 and concern parties other than MITAC America, and therefore no response is required. To the
24 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
25 any purported trade secrets and further denies that MITAC America has misappropriated any
26 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a

1 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
2 them.

3
4 **Count XX: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**

5 **RCW 19.108.010 et seq. (Michel Korwin-Szymanowski)**

6 **Answer to Paragraph 242:** MITAC America incorporates by reference its answers to the
7 allegations in the preceding paragraphs.

8
9 **Answer to Paragraph 243:** The allegations in this paragraph concern parties other than
10 MITAC America, and therefore no response is required. To the extent a response is required,
11 MITAC America denies the allegations in this paragraph.

12
13 **Answer to Paragraph 244:** The allegations in this paragraph concern parties other than
14 MITAC America, and therefore no response is required. To the extent a response is required,
15 MITAC America denies the allegations in this paragraph.

16
17 **Answer to Paragraph 245:** The allegations in this paragraph contain legal conclusions
18 and concern parties other than MITAC America, and therefore no response is required. To the
19 extent a response is required, MITAC America denies the allegations in this paragraph.

20
21 **Answer to Paragraph 246:** MITAC America admits that the MRJ is a narrow-body,
22 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
23 as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern
24 MITAC America, those allegations are denied. The remaining allegations in this paragraph
25 contain legal conclusions and concern parties other than MITAC America, and therefore no
26 response is required. To the extent a response is required, MITAC America denies that

1 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
2 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
3 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
4 paragraph, and therefore denies them.

5
6 **Answer to Paragraph 247:** The allegations in this paragraph contain legal conclusions
7 and concern parties other than MITAC America, and therefore no response is required. To the
8 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
9 any purported trade secrets and further denies that MITAC America has misappropriated any
10 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
11 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
12 them.

13
14 **Answer to Paragraph 248:** The allegations in this paragraph contain legal conclusions
15 and concern parties other than MITAC America, and therefore no response is required. To the
16 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
17 any purported trade secrets and further denies that MITAC America has misappropriated any
18 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
19 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
20 them.

21
22 **Answer to Paragraph 249:** The allegations in this paragraph contain legal conclusions
23 and concern parties other than MITAC America, and therefore no response is required. To the
24 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
25 any purported trade secrets and further denies that MITAC America has misappropriated any
26 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a

1 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
2 them.

3
4 **Answer to Paragraph 250:** The allegations in this paragraph contain legal conclusions
5 and concern parties other than MITAC America, and therefore no response is required. To the
6 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
7 any purported trade secrets and further denies that MITAC America has misappropriated any
8 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
9 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
10 them.

11
12 **Count XXI: Tortious Interference with Contractual Relationship and/or Business**

13 **Expectancy (Michel Korwin-Szymanowski)**

14 **Answer to Paragraph 251:** MITAC America incorporates by reference its answers to the
15 allegations in the preceding paragraphs.

16
17 **Answer to Paragraph 252:** The allegations in this paragraph concern parties other than
18 MITAC America, and therefore no response is required. To the extent a response is required,
19 MITAC America denies the allegations in this paragraph.

20
21 **Answer to Paragraph 253:** The allegations in this paragraph concern parties other than
22 MITAC America, and therefore no response is required. To the extent a response is required,
23 MITAC America denies the allegations in this paragraph.

1 **Answer to Paragraph 254:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America denies the allegations in this paragraph.

4
5 **Answer to Paragraph 255:** The allegations in this paragraph concern parties other than
6 MITAC America, and therefore no response is required. To the extent a response is required,
7 MITAC America denies the allegations in this paragraph.

8
9 **Answer to Paragraph 256:** The allegations in this paragraph concern parties other than
10 MITAC America, and therefore no response is required. To the extent a response is required,
11 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
12 of the allegations in this paragraph, and therefore denies them.

13
14 **Answer to Paragraph 257:** The allegations in this paragraph contain legal conclusions
15 and concern parties other than MITAC America, and therefore no response is required. To the
16 extent a response is required, MITAC America lacks knowledge or information sufficient to form
17 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

18
19 **Answer to Paragraph 258:** The allegations in this paragraph contain legal conclusions
20 and concern parties other than MITAC America, and therefore no response is required. To the
21 extent a response is required, MITAC America lacks knowledge or information sufficient to form
22 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.
23 MITAC America further denies that Bombardier has sufficiently identified any purported trade
24 secrets and also denies that MITAC America has misappropriated any Bombardier trade secrets.

1 **Answer to Paragraph 259:** The allegations in this paragraph contain legal conclusions
2 and concern parties other than MITAC America, and therefore no response is required. To the
3 extent a response is required, MITAC America lacks knowledge or information sufficient to form
4 a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

5
6 **Count XXII: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.**

7 **(Keith Ayre)**

8 **Answer to Paragraph 260:** MITAC America incorporates by reference its answers to the
9 allegations in the preceding paragraphs.

10
11 **Answer to Paragraph 261:** The allegations in this paragraph concern parties other than
12 MITAC America, and therefore no response is required. To the extent a response is required,
13 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
14 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
15 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
16 of the remaining allegations in this paragraph, and therefore denies them.

17
18 **Answer to Paragraph 262:** The allegations in this paragraph concern parties other than
19 MITAC America, and therefore no response is required. To the extent a response is required,
20 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
21 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
22 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
23 of the remaining allegations in this paragraph, and therefore denies them.

1 **Answer to Paragraph 263:** The allegations in this paragraph contain legal conclusions
2 and concern parties other than MITAC America, and therefore no response is required. To the
3 extent a response is required, MITAC America denies the allegations in this paragraph.
4

5 **Answer to Paragraph 264:** MITAC America admits that the MRJ is a narrow-body,
6 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
7 as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern
8 MITAC America, those allegations are denied. The remaining allegations in this paragraph
9 contain legal conclusions and concern parties other than MITAC America, and therefore no
10 response is required. To the extent a response is required, MITAC America denies that
11 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
12 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge
13 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
14 paragraph, and therefore denies them.
15

16 **Answer to Paragraph 265:** The allegations in this paragraph contain legal conclusions
17 and concern parties other than MITAC America, and therefore no response is required. To the
18 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
19 any purported trade secrets and further denies that MITAC America has misappropriated any
20 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
21 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
22 them.
23

24 **Answer to Paragraph 266:** The allegations in this paragraph contain legal conclusions
25 and concern parties other than MITAC America, and therefore no response is required. To the
26 extent a response is required, MITAC America denies that Bombardier has sufficiently identified

1 any purported trade secrets and further denies that MITAC America has misappropriated any
2 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
3 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
4 them.

5
6 **Answer to Paragraph 267:** The allegations in this paragraph contain legal conclusions
7 and concern parties other than MITAC America, and therefore no response is required. To the
8 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
9 any purported trade secrets and further denies that MITAC America has misappropriated any
10 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
11 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
12 them.

13
14 **Answer to Paragraph 268:** The allegations in this paragraph contain legal conclusions
15 and concern parties other than MITAC America, and therefore no response is required. To the
16 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
17 any purported trade secrets and further denies that MITAC America has misappropriated any
18 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
19 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
20 them.

21
22 **Count XXIII: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**

23 **RCW 19.108.010 et seq. (Keith Ayre)**

24 **Answer to Paragraph 269:** MITAC America incorporates by reference its answers to the
25 allegations in the preceding paragraphs.

1 **Answer to Paragraph 270:** The allegations in this paragraph concern parties other than
2 MITAC America, and therefore no response is required. To the extent a response is required,
3 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
4 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
5 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
6 of the remaining allegations in this paragraph, and therefore denies them.

7
8 **Answer to Paragraph 271:** The allegations in this paragraph concern parties other than
9 MITAC America, and therefore no response is required. To the extent a response is required,
10 MITAC America denies that Bombardier has sufficiently identified any purported trade secrets
11 and further denies that MITAC America has misappropriated any Bombardier trade secrets.
12 MITAC America lacks knowledge or information sufficient to form a belief as to the truth, if any,
13 of the remaining allegations in this paragraph, and therefore denies them.

14
15 **Answer to Paragraph 272:** The allegations in this paragraph contain legal conclusions
16 and concern parties other than MITAC America, and therefore no response is required. To the
17 extent a response is required, MITAC America denies the allegations in this paragraph.

18
19 **Answer to Paragraph 273:** MITAC America admits that the MRJ is a narrow-body,
20 geared turbofan twin-engine jet aircraft. MITAC America denies the characterization of the MRJ
21 as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern
22 MITAC America, those allegations are denied. The remaining allegations in this paragraph
23 contain legal conclusions and concern parties other than MITAC America, and therefore no
24 response is required. To the extent a response is required, MITAC America denies that
25 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC
26 America has misappropriated any Bombardier trade secrets. MITAC America lacks knowledge

1 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this
2 paragraph, and therefore denies them.

3
4 **Answer to Paragraph 274:** The allegations in this paragraph contain legal conclusions
5 and concern parties other than MITAC America, and therefore no response is required. To the
6 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
7 any purported trade secrets and further denies that MITAC America has misappropriated any
8 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
9 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
10 them.

11
12 **Answer to Paragraph 275:** The allegations in this paragraph contain legal conclusions
13 and concern parties other than MITAC America, and therefore no response is required. To the
14 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
15 any purported trade secrets and further denies that MITAC America has misappropriated any
16 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
17 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
18 them.

19
20 **Answer to Paragraph 276:** The allegations in this paragraph contain legal conclusions
21 and concern parties other than MITAC America, and therefore no response is required. To the
22 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
23 any purported trade secrets and further denies that MITAC America has misappropriated any
24 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
25 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
26 them.

1
2 **Answer to Paragraph 277:** The allegations in this paragraph contain legal conclusions
3 and concern parties other than MITAC America, and therefore no response is required. To the
4 extent a response is required, MITAC America denies that Bombardier has sufficiently identified
5 any purported trade secrets and further denies that MITAC America has misappropriated any
6 Bombardier trade secrets. MITAC America lacks knowledge or information sufficient to form a
7 belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies
8 them.

9
10 **AFFIRMATIVE DEFENSES**

11 Further answering and as additional defenses, MITAC America states the following. By
12 raising the following additional defenses, MITAC America does not assume the burden of proof
13 of any issue that, as a matter of law, is Bombardier's burden to prove. MITAC America further
14 does not admit any allegation of the Complaint not otherwise admitted and expressly incorporates
15 the admissions and denials in paragraphs 1-276, above. MITAC America reserves the right to
16 amend or augment these defenses based on further investigation and discovery. MITAC America
17 explicitly incorporates its motion to dismiss and the allegations in its Counterclaims, below, into
18 its affirmative defenses.

19
20 **First Affirmative Defense**

21 **(Failure to State a Claim for Federal Trade Secret Misappropriation)**

22 Bombardier has failed to state a claim for trade secret misappropriation under the Defend
23 Trade Secrets Act upon which relief may be granted.

Second Affirmative Defense

(Failure to State a Claim for Washington Trade Secret Misappropriation)

Bombardier has failed to state a claim for trade secret misappropriation under the Washington Uniform Trade Secrets Act upon which relief may be granted.

Third Affirmative Defense

(The Alleged Trade Secrets Are Not Secrets)

One or more of Bombardier's alleged trade secrets are not secrets, were not the subject of reasonable efforts to maintain their secrecy, and/or have been publicly disclosed.

Fourth Affirmative Defense

(Forfeiture/Abandonment)

Bombardier's trade secret misappropriation claims are barred to the extent it has forfeited or abandoned its trade secrets.

Fifth Affirmative Defense

(No Access)

MITAC America did not have access to the purported trade secrets allegedly misappropriated.

Sixth Affirmative Defense

(No Use)

MITAC America has not made use of the purported trade secrets allegedly misappropriated.

Seventh Affirmative Defense

(No Damages)

None of the actions Bombardier claims were taken by MITAC America caused Bombardier any damages.

Eighth Affirmative Defense

(Failure to Mitigate)

Bombardier's trade secret claim is barred from recovery of damages, in whole or in part, because Bombardier failed and neglected to exercise reasonable care and diligence and mitigate the damages claimed.

Ninth Affirmative Defense

(Acts of Others)

Any damages, if any, sustained by Bombardier were caused, in whole or in part, by the conduct of others for which MITAC America is not liable or responsible.

Tenth Affirmative Defense

(Bad Faith Enforcement)

Bombardier's causes of action have been brought in bad faith. Bombardier filed this lawsuit against MITAC America for anticompetitive reasons.

Eleventh Affirmative Defense

(Unclean Hands)

Bombardier's claims are barred for acting in bad faith with respect to the subject of the complaint, including but not limited to Bombardier's interference with MITAC America's business and Bombardier's bad faith attempts to mar MITAC America's reputation.

Twelfth Affirmative Defense

(Laches and/or Equitable Estoppel)

Bombardier has delayed inexcusably and unreasonably in the filing of this action causing substantial prejudice to MITAC America, and thus Bombardier's claims are barred by the equitable doctrine of laches and/or equitable estoppel.

Thirteenth Affirmative Defense

(Adequate Remedy at Law/No Irreparable Harm)

Bombardier is not entitled to any equitable or injunctive relief as prayed for in the Complaint because Bombardier has suffered no irreparable injury based upon any alleged conduct MITAC America, and Bombardier has an adequate remedy at law for any such conduct.

Fourteenth Affirmative Defense

(No Standing)

Bombardier lacks standing to assert its trade secret misappropriation claims.

Fifteenth Affirmative Defense

(Failure to State a Claim for Tortious Interference)

Bombardier has failed to state a claim for tortious interference of contractual relationship and/or business expectancy under Washington state law upon which relief may be granted.

Sixteenth Affirmative Defense

(Competition)

Bombardier's tortious interference claim is barred to the extent MITAC America's conduct constituted fair or proper competition.

Seventeenth Affirmative Defense

(Preemption)

Bombardier's tortious interference claim is preempted by RCW 19.108.900.

Eighteenth Affirmative Defense

(Other Defenses)

MITAC America intends to rely on any other defenses that may be available by law, or pursuant to statute, of which it becomes aware as a result of discovery or otherwise during this matter, and hereby reserves the right to assert such defenses.

COUNTERCLAIMS

In and for its Counterclaims against Bombardier Inc. ("Bombardier"), Mitsubishi Aircraft Corporation America, Inc. ("MITAC America") alleges as follows:

I. INTRODUCTION

1. Since 2015, Bombardier has engaged in a multifaceted scheme to expand its power within the regional jet market by impeding the entrance of a new competing aircraft: the Mitsubishi Regional Jet ("MRJ"). Through a series of interrelated actions directed at MITAC America and other companies and individuals involved in the MRJ's development and certification, Bombardier has attempted to prevent or delay competition from the MRJ by denying access to a critical development input—the skill and know-how of experienced aerospace professionals—and by tainting the image of the MRJ among purchasers of regional jets. Bombardier's anticompetitive aims are clear: to increase its market share and revenues by causing prospective MRJ customers to instead purchase Bombardier's competing Canadair Regional Jets ("CRJs") or extend the lives of in-service CRJs through the purchase of parts, maintenance, and other aftermarket services from Bombardier.

2. Bombardier's scheme has included a series of actions intended to delay and disrupt the development, certification, and sale of the MRJ. Over the course of the past three years, Bombardier has: (1) levied baseless threats and accusations against MITAC America and others involved in developing the MRJ—including Mitsubishi Aircraft Corporation ("MITAC"), Mitsubishi Heavy Industries, Ltd. ("MHI"), Aerospace Testing Engineering & Certification, Inc. ("AeroTEC"), and those companies' current and prospective employees—in order to restrict the free flow of skilled labor; (2) made threats against its own employees to deter them from accepting employment on the MRJ program; (3) attempted to coerce MITAC America, MITAC, and AeroTEC to enter into per se unlawful no-poaching agreements in order to undermine recruitment and hiring activities in support of the MRJ program; (4) threatened the long-standing supply relationship between MHI and Bombardier in an attempt to achieve its illicit ends; and (5) initiated this litigation in a further effort to delay the MRJ program, undermine prospective customers' and suppliers' confidence in the MRJ, and impair the efforts of MITAC America and MITAC to sell the MRJ during a critical period for regional jet services.

3. The purported justifications for Bombardier's demands have changed over time, but the purpose and intended effect of its conduct have been consistent, as demonstrated by Bombardier's own statements confirming its intent to block competition from the MRJ. This litigation is the latest in a series of efforts taken by Bombardier to blunt an emerging competitive threat in an attempt to monopolize the regional jet market. Bombardier's anticompetitive conduct violates the Sherman Act and the Washington Consumer Protection Act.

II. THE PARTIES

4. Counterclaim Plaintiff MITAC America is a Delaware corporation with its principal place of business in Seattle, Washington. MITAC America is a wholly-owned subsidiary of MITAC, a Japanese corporation. MITAC is a subsidiary of MHI, also a Japanese corporation. Together, these companies are referred to herein as "Mitsubishi."

5. Counterclaim Defendant Bombardier, on information and belief, is a corporation organized and existing under the laws of the province of Quebec, Canada, with its principal place of business in Montreal, Quebec, Canada.

III. JURISDICTION AND VENUE

6. MITAC America brings its claims against Bombardier under Section 2 of the Sherman Antitrust Act, 15 U.S.C. § 2, and the Washington Consumer Protection Act, RCW ch. 19.86.

7. The Court has subject-matter jurisdiction over MITAC America's counterclaims under 15 U.S.C. § 2 pursuant to 28 U.S.C. §§ 1331 and 1337. The Court has subject-matter jurisdiction over MITAC America's counterclaims under Washington state law pursuant to 28 U.S.C. § 1367 because the state-law claims arise out of the same case or controversy as gives rise to MITAC America's counterclaims under the Sherman Act.

8. The Court has personal jurisdiction over Bombardier because Bombardier consented to the Court's jurisdiction over it by filing this action in this Court and because Bombardier has committed unlawful acts within Washington that give rise to the causes of action alleged herein.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims asserted herein occurred within this judicial district and pursuant to 28 U.S.C. § 1391(c) because Bombardier is not a resident of any judicial district and Bombardier is subject to the court's personal jurisdiction, including by virtue of Bombardier's filing of this action in this Court.

IV. FACTUAL BACKGROUND

A. Mitsubishi's Efforts to Enter the Regional Jet Market

10. Regional jets are single-aisle, turbofan-powered commercial aircraft with seating capacity for 50 to 100 passengers and flight ranges up to approximately 2,500 nautical miles.

1 11. The first regional jets entered service in 1992 when Bombardier began delivery of
2 its Canadair Regional Jet (“CRJ”). Prior to introduction of the CRJ100, demand for short to
3 medium-range aircraft had increased due in part to U.S. airlines’ increasing use of a hub-and-
4 spoke system (which increased the number of flights between larger “hub” airports and smaller
5 “spoke” airports) after passage of the 1978 Airline Deregulation Act. Neither turboprop
6 airplanes nor existing jets were capable of meeting the market demand for fast, efficient, quiet,
7 and smooth midsized aircraft needed to service an increasing number of routes worldwide. As
8 the first jet capable of filling the gap between the operating capabilities of short-haul turboprop
9 airplanes and larger capacity, longer range jets, the CRJ100 quickly surpassed analysts’ sales
10 expectations and established Bombardier’s position as the leader in the regional jet market.

11 12. Bombardier was the sole manufacturer of regional jets until late 1996, when
12 Brazilian jet maker Embraer SA (“Embraer”) delivered its first Embraer Regional Jet (“ERJ”).
13 Since then, Bombardier and Embraer have dominated the market for regional jets, accounting for
14 89% of in-service regional jets worldwide over the past decade, and as of 2018. British
15 Aerospace and Fokker briefly attempted to compete with Bombardier and Embraer in the
16 regional jet market, but neither succeeded in gaining a foothold and both ultimately ceased
17 manufacturing regional jets. Russian-based United Aircraft Corporation and Chinese state-
18 owned Commercial Aircraft Corporation of China have made some inroads in their home
19 markets but together only account for approximately 4% of in-service regional jets as of 2018.

20 13. The barriers faced by new entrants into the regional jet market are significant. As
21 explained further below, these barriers include the cost of developing a regional jet, the
22 complexity of the development and certification process, manufacturing requirements and costs,
23 the challenges of earning customer trust for a new aircraft, and the costs associated with an
24 airline’s decision to switch to a new manufacturer’s aircraft. Among the many barriers to entry
25 is the finite supply of engineers with the skills and know-how necessary to the development and
26

1 certification of commercial jets. Restrictions on the mobility of employees with these
2 specialized skills and know-how can serve as an additional barrier to entry.

3 14. Due to the limited supply and vital importance of engineers with specialized skills
4 and know-how, aircraft manufacturers (including companies seeking to enter the market)
5 frequently seek to recruit and hire such employees from other aerospace companies. For
6 example, when Bombardier was developing its own expertise in support of certification of the
7 CRJ100, it recruited heavily from British Aerospace, which at the time was a leading jet
8 manufacturer. Similarly, in 1997—the year after Embraer began competing against Bombardier
9 in the regional jet market—Bombardier recruited and hired at least a dozen engineers from
10 Embraer. More recently, Bombardier hired at least 50 experienced aeronautical engineers from
11 Embraer to work on the development of its CSeries family of narrowbody jets. On information
12 and belief, Bombardier recruited and hired these Embraer employees so that Bombardier could
13 benefit from the specialized skills and know-how that the employees had developed through their
14 work on Embraer jets. On information and belief, Embraer likewise has hired skilled employees
15 from Bombardier.

16 15. In March 2008, MHI announced the launch of a program to develop the MRJ, a
17 next-generation regional jet that seeks to be the most efficient, comfortable, and reliable
18 commercial aircraft of its type to ever take flight. MITAC and MITAC America were formed in
19 2008 to lead the MRJ program, including the development, marketing, and sale of the MRJ. The
20 MRJ is being designed to burn 20% less fuel and make 40% less noise compared to existing
21 regional jets. As such, the MRJ is expected to pose formidable competition to Bombardier in the
22 regional jet market.

23 16. The MRJ is a “clean sheet” aircraft, which means the design is new, not based on
24 a prior previously certified plane. Development and certification of a clean sheet aircraft is a
25 complex, costly, and lengthy process. As Bombardier acknowledges in its complaint, even
26 experienced manufacturers typically spend several billion dollars and upwards of ten years

1 bringing a clean sheet aircraft from concept and design to commercialization and flight. (*See*
2 Dkt. 1 at ¶¶ 24-27.) Unexpected setbacks and delays during the development process are also
3 not atypical. Certification flight testing of the MRJ is currently expected to begin in early 2019
4 with the MRJ entering into service in 2020.

5 17. The MRJ will be the first all-new commercial jet developed in large part by a
6 Japanese company since the 1960s. Consequently, at the time the MRJ program was launched,
7 few individuals in Japan possessed expertise related to the development and certification of
8 aircraft.

9 18. To support their efforts to bring the MRJ to market, including by obtaining
10 required certification from regulatory authorities in the United States, Japan, Canada, and
11 Europe, MITAC and MITAC America have sought to obtain expert assistance from outside
12 Japan. Since mid-2014, MITAC has partnered with AeroTEC, a company based in Seattle,
13 Washington that specializes in the testing, engineering, and certification of aircraft for its clients.
14 In July 2015, MITAC America opened its Seattle Engineering Center to assist in testing and
15 certification efforts for the MRJ. The following summer, in August 2016, MITAC America
16 opened a Flight Test Center in Moses Lake, Washington.

17 19. In order to meet their human resources needs, MITAC, MITAC America, and
18 AeroTEC have undertaken efforts to recruit and hire individuals with specialized skill and know-
19 how related to the development and certification of regional jets.

20 20. As detailed further below, beginning in 2015, AeroTEC advertised that it was
21 hiring for positions related to flight testing of the MRJ, held job fairs to identify potential
22 candidates, and engaged in other recruitment activities both through recruiters and via direct
23 communications with potential hires.

24 21. In 2016, MITAC and MITAC America sought to recruit and hire over 200 aircraft
25 system engineers to work on certification activities of the MRJ aircraft. As part of their efforts,
26 the companies held eight job fairs in cities throughout North America in 2016: Wichita, Kansas

1 (May 6-7), Anaheim, California (June 18-19), Dallas, Texas (June 24-25), Montreal, Quebec
2 (July 15-16), and Seattle, Washington (July 30-31, August 19-20, October 28, and December 3).
3 Those cities were chosen because each was well-known to be the home of sizeable aerospace
4 companies and thus job fairs in those cities were expected to result in sizeable pools of qualified
5 job applicants. Through the eight job fairs held in 2016, MITAC hired a total of 28 employees, 9
6 of whom had previously been employed by Bombardier.

7 22. In addition to holding job fairs, MITAC and MITAC America have publicized job
8 openings via the website LinkedIn.com and have engaged recruiting firms to identify job
9 candidates. All told, MITAC and MITAC America have together recruited and hired candidates
10 from the leading jet manufacturers (including Boeing, Airbus, and Embraer) as well as systems
11 suppliers and government agencies.

12 23. The singular purpose of MITAC and MITAC America's recruiting efforts was to
13 meet the human resources needs of the MRJ program. Neither MITAC nor MITAC America
14 sought to disrupt or interfere with the business operations of Bombardier or any other company
15 nor to acquire any company's proprietary intellectual property. Nor did MITAC or MITAC
16 America believe that any such disruption or interference with Bombardier's operations was
17 possible given Bombardier's immense size and its long history of experience with jet
18 development and certification. On information and belief, AeroTEC's own recruiting efforts
19 were similarly motivated only by its desire to meet its own human resources needs, not to disrupt
20 the operations of Bombardier or any other company or to acquire any company's proprietary
21 intellectual property.

22 **B. Bombardier's Predatory Scheme to Thwart Competition in the Regional Jet Market**

23 24. Since late 2015, Bombardier has engaged in a multifaceted scheme to restrain
24 competition in the regional jet market by impeding and delaying the development, certification,
25 and sale of the MRJ. Bombardier's anticompetitive conduct has included a series of spurious
26 and improper threats and allegations against Mitsubishi, AeroTEC, and former and current

1 Bombardier employees that were intended to prevent and impede competition from the MRJ.
2 Bombardier's attempts to prevent Mitsubishi and AeroTEC from hiring, retaining, and utilizing
3 highly-skilled individuals critical to the development and certification of the MRJ have included
4 its efforts to: coerce Mitsubishi and AeroTEC to enter per se illegal no-poach agreements or
5 otherwise refrain from the legitimate recruitment and hiring of Bombardier employees (including
6 via threats that the Bombardier-MHI supply relationship would be threatened if Bombardier's
7 illegal demands were not heeded); deter potential job candidates from applying for or accepting
8 employment related to the MRJ program; and limit the ability of former Bombardier employees
9 to perform legitimate job functions in support of the MRJ effort. At the same time, Bombardier
10 has attempted to impair Mitsubishi's reputation and goodwill, including among current and
11 potential MRJ customers and suppliers, by falsely insinuating that the success of the MRJ
12 program is dependent on misappropriated trade secrets, thus sullyng the image of the MRJ and
13 creating doubt and uncertainty about whether the MRJ will be able to meet development and
14 production deadlines and enter the market notwithstanding Bombardier's lawsuit. All of these
15 actions were taken as part of an overarching plot to monopolize and reduce competition in the
16 regional jet market.

17 25. Bombardier's efforts to undermine the development of the MRJ began no later
18 than October 22, 2015 when Bombardier's Director of Legal Services wrote to AeroTEC and its
19 Head of MRJ Flight Testing, Michel Korwin-Szymanowski, threatening to "institute legal
20 proceedings" unless AeroTEC and Mr. Korwin-Szymanowski ceased efforts to recruit
21 Bombardier and Learjet employees. (*See* Ex. A (October 22, 2015 correspondence between
22 Bombardier and AeroTEC); Dkt. 1-11 (October 22, 2015 letter from Bombardier to Korwin-
23 Szymanowski).)

24 26. Two days prior, on October 20, 2015, Mr. Korwin-Szymanowski had emailed a
25 "form letter" to hundreds of individuals with flight test experience, including but not limited to
26 former colleagues at Bombardier, regarding employment opportunities at AeroTEC and

1 recruiting and non-recruiting social events being held the following week in Wichita, Kansas and
2 Montreal, Canada. (*See* Dkt. 1-12 at 33-35.) These recruiting activities were aimed at hiring
3 qualified personnel to work on the MRJ program.

4 27. Referencing Mr. Korwin-Szymanowski's October 20, 2015 email, Bombardier
5 demanded that Mr. Korwin-Szymanowski and AeroTEC cancel events planned for October 22,
6 2015 and October 28, 2018 in Wichita and Montreal, respectively, and end the use of "mobile
7 truck signage with the mention 'Now hiring in Seattle' with interview dates and times" in any
8 area "around Bombardier and Learjet facilities." Notwithstanding that Mr. Korwin-
9 Szymanowski was no longer employed by Bombardier and had never entered a post-employment
10 non-compete agreement, Bombardier asserted that Mr. Korwin-Szymanowski's recruitment
11 activities "unquestionably constitute[] a breach of [his] confidentiality duty and also a breach of
12 contract." Citing no authority, Bombardier asserted that "[c]ourts have routinely reached the
13 conclusion that former employees are not allowed to facilitate the piracy of employees from their
14 former employer" and that "[i]n these situations, employees and their new employer are liable
15 for the conspiracy to achieve such piracy." (Dkt. 1-11.)

16 28. Although neither AeroTEC nor Mr. Korwin-Szymanowski had done anything
17 improper, AeroTEC reluctantly conformed to Bombardier's demands, with AeroTEC's President
18 Lee Human advising in an October 22, 2015 email that "1) Mr. Korwin-Szymanowski has been
19 removed from this recruiting activity either directly or indirectly; 2) We have cancelled the social
20 hour scheduled for tonight at Hangar 1; 3) We have moved recruitment trucks away from your
21 facilities." (*See* Ex. A.) As Mr. Human later explained, AeroTEC "did not agree with
22 Bombardier's claims of impropriety," but AeroTEC nevertheless "decided to cancel the
23 impending social events and job fairs in Wichita and Montreal, and agreed Michel [Korwin-
24 Szymanowski] would not contact any Bombardier employees going forward," in part because
25 AeroTEC "had recently been invited by Bombardier to bid on a project . . . and we wanted to
26 stay in their good graces." (Dkt. 66 at ¶ 5; *see also* Dkt. 60 at 3 ("AeroTEC did not, and does

1 not, agree that Korwin-Szymanowski used or possessed any such confidential information, but in
2 an attempt to work with Bombardier, AeroTEC agreed that he would no longer be involved with
3 the recruiting activity.”.)

4 29. On or about February 12, 2016, AeroTEC informed Bombardier that it intended to
5 restart its recruiting activities in the Montreal and Wichita areas. In response, Bombardier’s
6 Senior Director of Human Resources, Product Development Engineering stated that Bombardier
7 was adamantly opposed to any such recruitment activities by AeroTEC. (*See* Dkt. 1-12 at 7.)

8 30. On April 26, 2016, Bombardier escalated its threats towards AeroTEC and its
9 employees when Bombardier’s outside counsel, Peter Nohle of Jackson Lewis, sent a letter to
10 AeroTEC’s president threatening litigation against AeroTEC and the former Bombardier
11 employees hired by AeroTEC unless, among other things, AeroTEC and the former Bombardier
12 employees entered into no-poaching agreements pursuant to which they would not directly or
13 indirectly communicate with or otherwise solicit “any current or recently departed employee of
14 Bombardier regarding any employment or similar opportunities for work outside of Bombardier
15 for a period of one year from the date of this Agreement.” (*See* Dkt. 1-12.) The threats issued
16 by Bombardier’s outside counsel purported to be based on legal obligations and/or restrictions
17 that Bombardier inaccurately claimed were applicable to its current and former employees
18 Bombardier’s Code of Ethics and Business Conduct, and on Bombardier’s claim that the
19 recruitment-related activities of two former Bombardier employees, Mr. Korwin-Szymanowski
20 and Dale Goulding, created the risk of “substantial liability” for AeroTEC. Even if those
21 propositions were correct (and they are not), they would provide no lawful basis for the wide-
22 ranging and anticompetitive no-poaching agreement Bombardier demanded.

23 31. In early May 2016, outside counsel for AeroTEC responded to Bombardier’s
24 April 26 demand letter, and over the following months counsel for the companies discussed the
25 terms of the additional no-poach agreement Bombardier requested. Ultimately, the companies
26 did not execute any agreement.

1 32. However, Bombardier's threats towards AeroTEC succeeded in their objective of
2 continuing to deter AeroTEC's hiring of employees in support of the MRJ project. As stated in a
3 June 3, 2016 letter from AeroTEC's president to Bombardier test pilot Ed Grabman, "AeroTEC
4 does not agree with Bombardier's assertion that we cannot freely recruit employees of any
5 background and the two companies are in the process of trying to work out their differences.
6 Until this is accomplished, however, we are refraining from offering positions to any current
7 employees of Bombardier." (Ex. B.) Thus, AeroTEC's ability to hire skilled labor for the MRJ
8 program was impaired not only by the concessions Bombardier had coerced AeroTEC to make,
9 but also by Bombardier's subsequent threats of legal action against AeroTEC.

10 33. Around this time, Bombardier began issuing similar threats to Mitsubishi. On
11 June 3, 2016, Bombardier's Vice President of Contracts and Legal Services, Christian Poupart,
12 sent an email to the Managing Counsel of MHI, Luke Walker, regarding Bombardier's
13 "concern[]" that "AeroTEC . . . has recently been soliciting and recruiting a number of key
14 employees from our Flight [T]est Center, despite being asked by us on numerous occasions to
15 cease and desist from that practice" and that "some of these former Bombardier employees have
16 been transferred to MHI or are working on the MRJ flight test program." (Dkt. 1-14.) Alluding
17 vaguely to the "concern[]" that undefined "Bombardier proprietary methods and know-how"
18 would "inevitably be transferred and used by AeroTEC or MHI for the purpose of their flight
19 testing activities," Mr. Poupart requested Mr. Walker's "assistance in ensuring that this practice
20 of soliciting and hiring Bombardier key flight testing employees ceases immediately" In
21 response, Mr. Walker requested that Mr. Poupart provide "the non-solicitation agreement that
22 Bombardier believes prohibits AeroTEC from recruiting Bombardier employees" in addition to
23 "any of the correspondence that you have had with AeroTEC." Mr. Poupart did not respond to
24 Mr. Walker's request.

25 34. On July 14, 2016, Mr. Poupart sent a letter to Mr. Walker expressing objections to
26 a job fair scheduled to take place over the following two days in Montreal. (Dkt. 1-15.) As

1 indicated in the newspaper advertisement for the job fair referenced in Mr. Poupart's letter,
2 MITAC was at that point "looking to hire over 200 Aircraft Systems Engineers who can work on
3 Certification activities for MRJ aircraft in Japan." (Dkt. 1-10 at 134-35.) After acknowledging
4 the lawful intent of the job fair and that the promotional materials were not "directly aimed at
5 Bombardier employees," Mr. Poupart nevertheless insinuated that Mitsubishi's holding of the
6 job fair was illegal. Without citation to authority or explanation of how Mitsubishi's conduct
7 was wrongful, Mr. Poupart claimed that "[c]ourts have routinely reached the conclusion that
8 massive solicitation that cause (sic) irreversible damages to a business is prohibited. In these
9 situations, employees and their new employer can be held jointly liable for the prejudice caused
10 by such practice." Then, without contending or suggesting that any previously-departed
11 Bombardier employee had in fact misappropriated any Bombardier intellectual property, Mr.
12 Poupart "remind[ed]" Mr. Walker that any such hypothetical misappropriation would be
13 wrongful. Mr. Poupart concluded by stating that "[w]e trust you understand the seriousness of
14 the situation and ask that MHI refrains from engaging in any illegal activity that could cause
15 Bombardier to suffer damages, failing which we reserve all of our rights against MHI, including
16 our right to institute legal proceeding (sic) against MHI without any further notice."

17 35. Three weeks later, Bombardier escalated its threats against MHI. On August 5,
18 2016, Alain Bellemare, the President and Chief Executive Officer of Bombardier, sent a letter to
19 Hideaki Omiya, the Chairman of the Board of MHI, in which he described the two companies'
20 partnership "on various aircraft programs for several decades" and how they have "had to face
21 and resolve several issues in order to continue enjoying a mutually beneficial relationship."
22 (Dkt. 1-16.) After making a request for MHI's cooperation on certain payment terms related to
23 the companies' supply contract, Mr. Bellemare referred Mr. Omiya to an attached letter—
24 Mr. Poupart's July 14, 2016, letter to Mr. Walker—and implicitly threatened the continuation of
25 the supply relationship between Bombardier and MHI unless MHI ceased the solicitation of
26 Bombardier employees. Mr. Bellemare wrote: "You will appreciate the fact that the relationship

1 between our two companies must be based on trust. As key suppliers, we expect Mitsubishi not
 2 to cause harm to Bombardier by engaging in massive solicitation of our engineers.” The letter
 3 concluded with the not-so-subtle threat that “[t]he long standing partnership between Bombardier
 4 and MHI has been a successful one and I trust that MHI will continue to be [a] key supplier and
 5 will support Bombardier in light of the current market conditions.”

6 36. In response to Mr. Bellemare’s letter, on August 22, 2016, Hiromichi Morimoto,
 7 the President of MITAC, wrote to Mr. Bellemare to acknowledge that MITAC was “currently
 8 engaged in an aircraft development program in Japan and North America and due to our need for
 9 qualified engineers, we have recently carried out various recruiting activities, including job fairs,
 10 in several North American cities with an aviation industry presence.” (Ex. C.) He went on to
 11 assure Mr. Bellemare that MITAC was acting within the law and not attempting to harm
 12 Bombardier’s business:

13 We are confident that all our recruiting activities held, or to be held,
 14 fully comply with all applicable laws and regulations, and moreover,
 15 should be considered routine and customary for any company in our
 16 industry seeking qualified employees. With respect to your
 17 concerns, please be assured that these recruiting activities were not
 18 and are not intended to harm or target Bombardier’s business.
 Further, Mitsubishi Aircraft Corporation, like MHI and all other
 MHI group companies, has a strong commitment to respect the
 intellectual property rights of all third parties, and we take
 appropriate measures in this respect with all new employees.

19 37. Mr. Bellemare did not reply to Mr. Morimoto’s letter or otherwise respond to
 20 MITAC. Instead, Mr. Bellemare opted to send a second letter to the Chairman of the Board of
 21 MHI, again implicitly threatening the MHI-Bombardier supply relationship on the basis of
 22 MITAC’s lawful efforts to compete with Bombardier. (Dkt. 1-17.) In a January 27, 2017 letter
 23 to Mr. Omiya, Mr. Bellemare complained that “despite my [August 5, 2016] letter . . . MHI
 24 continues to actively solicit and hire key employees of Bombardier.” Without evidence or
 25 explanation—but with an acknowledgement that Bombardier’s fear of competition in the
 26 regional jet market underpinned its threats—Mr. Bellemare asserted that “we have reasons to

1 believe that the employees recruited by MHI will use the intellectual property owned by
2 Bombardier to assist MHI in developing the MRJ aircraft which will compete against
3 Bombardier aircraft” and requested that Mr. Omiya “[t]ake note that my team is instructed to
4 take all necessary actions to ensure the protection of the intellectual property of Bombardier and
5 its know-how.” Mr. Bellemare concluded by again implicitly threatening the MHI-Bombardier
6 supply relationship should MITAC’s lawful hiring activities continue, stating that “[i]n light of
7 the long standing partnership between our corporations, I trust that I can count on your
8 cooperation in putting an end to the solicitation of our employees by MHI.”

9 38. Bombardier’s threats to the MHI-Bombardier supply relationship—and its
10 acknowledgment that potential competition from the MRJ animated those threats—did not
11 emanate only from its President and CEO. On August 30, 2016, Bombardier’s Chief
12 Procurement Officer, Nico Buchholz, issued similar threats to the President of MHI Canada
13 Aerospace, Inc., Mike McCarthy. (Ex. D.) After noting that MHI was a “valued supplier of
14 Bombardier,” Mr. Buchholz complained that MHI “has been recruiting several Bombardier
15 employees to work on the MRJ program” and that this recruitment was “contrary to what we
16 expect from a long term business partner such as MHI.” The letter made clear that Bombardier
17 feared the competition posed by the MRJ, and that the competition was the primary basis for the
18 company’s threats and demands. According to Mr. Buchholz, Mitsubishi’s hiring activity “raises
19 serious concerns that valuable knowledge and know-how will be transferred to MHI and put to
20 use to accelerate the development and entry of the MRJ aircraft which will compete with our
21 commercial aircraft programs.” Mr. Buchholz stated that Bombardier had “notified MHI’s head
22 office of this issue and have asked that MHI refrain from hiring Bombardier employees.
23 Unfortunately, our request seems to have been ignored. I’m asking your assistance in getting this
24 issue permanently resolved: MHI, as a valued supplier to Bombardier, must stop recruiting
25 Bombardier employees. I trust that you understand the seriousness of the situation and that I can
26 count on your cooperation.”

39. In early 2017, Bombardier again escalated its pressure and threats against Mitsubishi, this time through outside counsel. In a “Letter of Demand” dated February 17, 2017 and addressed to Mr. Morimoto of MITAC, Marianne Plamondon of the Norton Rose Fulbright law firm formally demanded that the solicitation of Bombardier employees cease. (Dkt. 1-18.) Ms. Plamondon asserted that “by targeting and soliciting key employees at Bombardier[,] Mitsubishi is (i) knowingly destabilising Bombardier’s aircraft activities which constitutes unfair competition and (ii) acquiring proprietary information belonging to Bombardier to accelerate the development and entry into service of the MRJ aircraft.” The letter identified 26 former Bombardier Product Development and Engineering employees who had allegedly been hired directly or indirectly by Mitsubishi since the summer of 2015, claiming that “Mitsubishi continues to target and solicit key employees who possess confidential information essential to the development of the MRJ program and to meeting certification requirements.” While acknowledging that the recruited employees in question possessed skills and abilities important to Mitsubishi’s effort to compete in the regional jet market, Ms. Plamondon attempted to portray that recruitment as an attack on Bombardier, asserting that Mitsubishi’s “solicitation of Bombardier’s employees [was] an attempt to destabilise and disrupt the internal affairs of a competitor, and obstruct their activities and aircraft development and launch,” claiming that this “constitutes illegal and unfair competition towards Bombardier and engages Mitsubishi’s liability and the liability of Bombardier’s former employees towards Bombardier.” Ms. Plamondon explicitly acknowledged that the employees’ own “know-how” was valuable to Mitsubishi, but nonetheless she appeared to believe that merely by hiring highly-skilled and specialized engineers and test pilots from Bombardier, Mitsubishi was acquiring “trade secrets” and “proprietary information” belonging to Bombardier. According to Ms. Plamondon:

The employees targeted by Mitsubishi are highly skilled and specialized engineers and test pilots, many of whom held key positions during their employment at Bombardier. More importantly, the know-how and trade secrets acquired by these employees can hardly be acquired outside the context of the

development of new aircraft programs. This information is both rare and extremely valuable. We have every reason to believe these employees are now assigned to the MRJ program, which raises important questions regarding the disclosure of proprietary information, especially in the wake of recent press highlighting Mitsubishi's difficulties and lack of expertise.

The letter warned Mitsubishi that unless it took "immediate corrective action," Bombardier "will have no other option than to take more formal legal action" against it. Bombardier demanded that Mitsubishi "immediately cease any behavior which constitutes unfair competition"—behavior that, although not explicitly defined, was evident from the remainder of the letter to mean the hiring of Bombardier employees. Bombardier also demanded that Mitsubishi "[r]equire all former employees of Bombardier to sign agreements undertaking not to solicit employees of Bombardier" and to "[t]ake any and all necessary measures to ensure that the agreements are respected by former employees of Bombardier and inform Bombardier of such measures." The letter concluded by demanding that Mitsubishi confirm in writing by February 28, 2017 that it would accede to Bombardier's no-poach agreement.

40. Bombardier's over-the-top accusations about the "destabilization" of its business through the loss of a few dozen employees were not only unsupported by any facts set forth in Ms. Plamondon's letter, they were also demonstrably false. Indeed, Ms. Plamondon made no mention that Bombardier was laying off substantial numbers of its own employees at the same time, including many of its most important employees in its aircraft business. For example, as reported in news media:

- In 2014, well before the first recruiting activity by AeroTEC, Bombardier eliminated 2,900 positions worldwide.
- In May 2015, Bombardier announced that it was cutting 1,750 jobs, including 1,000 positions at the company's facility in Montreal and 480 at its facility in Toronto. Positions eliminated in 2015 would eventually total 2,750.
- In February 2016, Bombardier announced that it would cut 10 percent of its workforce over two years.

- In October 2016, Bombardier cut 7,500 positions worldwide, including 1,500 in Quebec. This itself constituted more than 10 percent of Bombardier's worldwide workforce.
- In February 2017—the very month of Ms. Plamondon's letter—Bombardier announced that it would be eliminating another 7,000 positions worldwide, including 2,800 in Canada (more than 10 percent of its remaining Canadian workforce) and 220 in Wichita. Of these 7,000 positions, all but 150 would be in product development and engineering.

In light of these substantial and ongoing job cuts, it is implausible that MITAC's recruitment and hiring of 26 employees could "destabilize" Bombardier, particularly given Bombardier's vast size. According to Bombardier's complaint in this litigation, Bombardier employs over 69,000 persons worldwide—even after the significant job cuts over the past several years—including more than 29,000 persons who work in Bombardier's Aerospace division.

41. MITAC refused to accede to Bombardier's anticompetitive demands. By letter dated March 9, 2017, MITAC's outside counsel, W. Jay DeVecchio of Morrison Foerster, rejected the accusations in Ms. Plamondon's letter and explained that MITAC would not enter an agreement with Bombardier in violation of the antitrust laws. (Ex. E.) As Mr. DeVecchio explained:

MITAC has not acted improperly in any way in connection with its hiring activities. MITAC has no legal or other obligation to Bombardier to refrain from exploring free-market hiring opportunities with potential employees. Furthermore, to engage in any such no-poaching agreement with Bombardier could create potential antitrust liability for both MITAC and Bombardier. MITAC accordingly strongly urges Bombardier to cease its repeated attempts to induce MITAC into such an agreement.

To be clear, MITAC's only intent in its hiring activities is to meet its human resources needs. MITAC does not have any intent to destabilize Bombardier's aircraft activities, to acquire Bombardier's proprietary information, or otherwise to harm Bombardier in any way.

Mr. DeVecchio continued, emphasizing the lack of factual support for Bombardier's assertions:

1 Bombardier unjustifiably accuses MITAC of soliciting key
2 employees at Bombardier to “knowingly destabili[ze] Bombardier’s
3 aircraft activities” and “acquir[e] proprietary information belonging
4 to Bombardier.” Bombardier ascribes these motives to MITAC
5 without providing any support, pointing only to the fact that
6 MITAC, at times, has hired employees who previously worked for
7 Bombardier. However, the fact that some of MITAC’s employees
8 have previously worked for Bombardier is hardly surprising, as both
9 companies rely on a relatively limited pool of highly-skilled and
specialized engineers to support their product lines. Bombardier also
speculates that MITAC held a job fair in Montreal for the sole
purpose of soliciting Bombardier employees, despite Montreal’s
being one of the top five largest hubs for aerospace jobs in North
America. MITAC estimates that three-fourths of the nearly 150
attendees were not employed by Bombardier. We also note that
MITAC held job fairs in various other North American cities for the
same recruiting reasons as mentioned above.

10 In any event, MITAC is free to explore hiring possibilities with
11 whomever it pleases, regardless of any past or present employment
12 by Bombardier, absent a Bombardier employee’s raising an express,
13 written employment agreement restriction by Bombardier against
future employment by MITAC. We are unaware of any such
enforceable “noncompete” agreements, and you have conspicuously
failed to mention any.

14 Mr. DeVecchio then responded to Bombardier’s speculative allegations that the hiring of
15 Bombardier employees was part of a plot to improperly acquire Bombardier’s trade secrets and
16 proprietary information:

17 Bombardier expresses its concern that former Bombardier
18 employees might disclose Bombardier’s proprietary information or
19 trade secrets, although Bombardier does not identify a single
20 instance where such information was divulged or used, nor indeed
21 does Bombardier identify with any specificity any trade secrets the
22 former employees might usurp. Lacking these facts, Bombardier
23 attempts to support its speculation by referring to a MITAC press
24 release and two news articles that indicate MITAC currently is
25 working to meet certification requirements for its MRJ aircraft.
26 Certification requirements, however, are published in regulations
and publicly available. Therefore, this assertion rests on two equally
implausible premises: First, that only Bombardier engineers have
the know-how and information necessary to meet these
governmental and industry-wide certification standards; and second
that knowledge of these certification standards is a trade secret of
Bombardier. Neither of these premises is accurate.

Without any allegation, much less fact, that particular and
specifically-identified Bombardier trade secrets exist that are being

1 or are threatened to be disclosed, Bombardier is left only with the
2 implication that employees are not allowed to carry general know-
3 how with them in their new employment endeavors. This is contrary
4 to common sense and experience, and certainly is not the law.

5 After observing that Bombardier had failed to respond to MITAC's requests to specifically
6 identify former employees improperly disclosing Bombardier's trade secrets or breaching
7 confidential or nondisclosure agreements, Mr. DeVecchio explained the procedures that MITAC
8 employs to prevent such disclosures:

9 New employees are instructed not to bring any proprietary
10 information or materials from their former employers, and they are
11 further instructed not to use, release, or disclose any such
12 information in the course of their employment at MITAC. These
13 requirements also are embedded in MITAC's Code of Ethics.
14 Indeed, many if not all of Bombardier's former employees were
15 specifically admonished not to bring over, disclose, or otherwise
16 misappropriate Bombardier trade secrets or confidential
17 information.

18 Finally, Mr. DeVecchio noted the lack of a legal basis for Bombardier's demands and further
19 explained that the agreement Bombardier was seeking from MITAC likely was illegal:

20 MITAC has no legal obligation to cease soliciting or hiring
21 Bombardier's employees. Yet, as your letter notes, Bombardier
22 repeatedly has attempted to induce MITAC to agree not to solicit or
23 not to hire Bombardier's employees. In doing so, Bombardier has
24 not identified any lawful basis for restricting competition between
25 Bombardier and MITAC in hiring employees. Conversely, the U.S.
26 Department of Justice and Federal Trade Commission recently
issued formal guidance instructing that such agreements may be
unlawful. This guidance instructs businesses that "[a]n individual is
likely breaking the antitrust law if he or she ... agrees with
individual(s) at another company to refuse to solicit or hire that other
company's employees (so-called "no poaching" agreements)." See
<https://www.justice.gov/atr/file/903511/download> at 3, 6. This is
not a hypothetical concern. The Justice Department has brought
several actions, including two cases in which at least one company
"agreed to limit its hiring of employees who currently work at a
competitor." *Id.* at 4 (note that both cases involved the hiring of
"highly skilled and specialized engineers"). The agency further
warns that it "will criminally investigate allegations that employers
have agreed among themselves ... not to solicit or hire each others'
employees," and that naked "no-poaching" agreements could
expose the companies involved to "substantial criminal and civil
liability." *Id.* at 4, 6.

1 42. By letter dated April 12, 2017, Ms. Plamondon responded to Mr. DeVecchio's
2 letter, accusing Mr. DeVecchio of acting inappropriately and in bad faith by requesting factual
3 support for Bombardier's assertion that MITAC's hiring practices were destabilizing
4 Bombardier's business or were otherwise unlawful. (Ex. F.) Rather than provide any such
5 evidence of "destabilization" of Bombardier, Ms. Plamondon suggested that because the
6 employees in question were important to MITAC's certification efforts, the hiring of these
7 individuals necessarily constituted "unfair competition." Tellingly, Ms. Plamondon again made
8 no mention that Bombardier had been laying off its own employees or that its CSeries aircraft,
9 the CS100 and CS300, had already been awarded certification. Misstating the law—and making
10 clear that Bombardier's primary concern was not the "destabilization" of its business but rather
11 competition from the MRJ—Ms. Plamondon wrote that "We reiterate that the targeting by
12 MITAC of Bombardier's employees for a project which is in direct competition with
13 Bombardier's activities is clearly unfair competition under Quebec law" and falsely accused
14 MITAC of engaging in the "unlawful misappropriation of Bombardier's competitive advantage."
15 Ms. Plamondon did not dispute that the no-poaching agreement demanded by Bombardier would
16 violate the U.S. antitrust laws. Instead, she stated Bombardier's view that the Sherman Act is
17 "not directly applicable in Canada" and claimed that the demanded agreement was not a per se
18 violation of Canada's Competition Act. The letter concluded by reiterating Bombardier's threat
19 that "any further solicitation of Bombardier's employees by MITAC at this stage with the aim of
20 further destabilising Bombardier's activities will be firmly contested."

21 43. Mr. DeVecchio responded on behalf of MITAC on May 1, 2017, writing to Ms.
22 Plamondon: "We have received your response of April 12, 2017, and disagree with and reject
23 every assertion you have made about MITAC's actions and motivations. Although we are
24 always available for constructive discussions, MITAC has done nothing wrong, and we consider
25 this matter to be closed." (Ex. G.)
26

1 44. Bombardier's attempts to prevent Mitsubishi and AeroTEC from exercising their
2 right to recruit and hire Bombardier employees were not limited to its baseless threats against the
3 companies. Rather, in parallel with those threats, Bombardier sent dozens of threatening letters
4 to former Bombardier employees and individuals considering employment opportunities in
5 connection with the MRJ program. On March 2-3, 2017, Bombardier, through its outside
6 counsel at Norton Rose Fulbright, sent a "letter of demand" to no fewer than 37 former
7 Bombardier employees. (*See, e.g.*, Ex. H.) Similar letters were sent to no fewer than four other
8 former Bombardier employees on April 13, 2017. (*See, e.g.*, Ex. I.) The letters contended that
9 the former employees were in possession of undefined "confidential information" that the
10 individuals were purportedly "obligated contractually and legally to protect." Noting that
11 "MITAC carries on activities that compete directly with the activities of Bombardier," the letters
12 stated that the former employees were obligated, among other things, "not to solicit, directly or
13 indirectly, our client's employees in order to induce them to leave." The letters concluded by
14 stating that "Should you fail to comply fully with all of your contractual and legal obligations,
15 our client has instructed us to institute against you, without further notice or delay, any and all
16 legal proceedings as are appropriate and necessary, including injunction proceedings . . . DO
17 GOVERN YOURSELF ACCORDINGLY."

18 45. Bombardier also issued ultimatums to its own employees that led those employees
19 to delay the start of their employment on the MRJ project. For example, on February 17, 2017,
20 Andrius Knystautas, then a Principal Engineering Specialist and Section Chief of Flight
21 Simulation at Bombardier, announced to Bombardier that he was resigning effective March 2,
22 2017. On March 2, 2017—Mr. Knystautas' planned last day of employment—Bombardier
23 (through its outside counsel at Norton Rose Fulbright) demanded that Mr. Knystautas continue
24 working at Bombardier for an additional ten weeks. (Ex. J.) Mr. Knystautas responded by
25 stating his disagreement with Bombardier's demand but offering to extend his end date so as to
26 provide a six-week notice period which, on account of overtime worked, would make his last day

1 of work at Bombardier March 24, 2017. (Ex. K; Ex L.) In response, Bombardier refused to
2 shorten the notice period it had demanded. (Ex. M.) Ultimately, Mr. Knystautas agreed to
3 continue working at Bombardier until April 7, 2017, weeks after Mr. Knystautas' original
4 scheduled start date with MITAC. (Ex. N.) Similarly, on August 1, 2017, Bombardier
5 demanded that Jeff Kirdeikis, then a Principal Engineering Specialist, provide eight weeks'
6 advance notice of his departure, and in doing so extend his announced end date at Bombardier
7 and scheduled start date at MITAC. Ultimately, Mr. Kirdeikis agreed to extend his end date until
8 late August, delaying his anticipated start date at MITAC.

9 46. On information and belief, Bombardier has taken additional actions designed to
10 limit the mobility of its employees, including by notifying employees that if they accept work on
11 the MRJ project, they will be blacklisted from any future work at Bombardier.

12 47. As part of its predatory scheme to impede competition from the MRJ, Bombardier
13 filed its complaint in this action on October 19, 2018, alleging claims of trade secret
14 misappropriation against MITAC, MITAC America, AeroTEC, and former Bombardier
15 employees Laurus Basson, Marc-Antoine Delarche, Cindy Dorneval, Michel Korwin-
16 Szymanowski, and Keith Ayre; tortious interference with contractual relationship and/or
17 business expectancy against MITAC, MITAC America, AeroTEC, and Mr. Korwin-
18 Szymanowski; and breach of contract against Mr. Basson, Mr. Delarche, and Mrs. Dorneval.
19 Bombardier also named as defendants 88 "John and/or Jane Does," identified only as former
20 Bombardier employees now employed by MITAC, MITAC America, or AeroTEC or otherwise
21 "working actively on the Mitsubishi Regional Jet project." (*See* Dkt. 1.) In its prayer for relief,
22 Bombardier seeks, among other things, "a preliminary and permanent injunction prohibiting
23 MITAC, MITAC America, AeroTEC, and all those employed by, or acting in concert with, any
24 of them from continuing to recruit personnel from Bombardier for the improper purpose of
25 obtaining Bombardier confidential, proprietary, and/or trade secret information[.]" (*Id.* at 90).
26

1 48. Also on October 19, 2018, Bombardier filed a motion for preliminary injunction
2 against MITAC America, AeroTEC, Mr. Basson, Mr. Delarche, and Ms. Dorneval. (Dkt. 4.)
3 Despite cloaking them in the language of trade secrets and propriety information, Bombardier's
4 motion and proposed order reveal that Bombardier's primary objective in this litigation is to
5 prevent and impede competition in the regional jet market. For example, in identifying the
6 "irreparable harm" that it will incur if a preliminary injunction is not granted, Bombardier states
7 that "unless the Defendants are enjoined, Bombardier's misappropriated trade secret information
8 stands to serve as the very foundation for a revival of the Japanese aircraft manufacturing
9 industry as a whole." (*Id.* at 20.) It adds that absent an injunction, Bombardier will "be forced to
10 compete with literally a new nation of competing aircraft manufacturers that would otherwise not
11 exist for at least several years to come." (*Id.* at 21.)

12 49. Since filing its complaint and preliminary injunction motion, Bombardier has
13 confirmed that its objective in this litigation is to delay the certification of the MRJ. In a brief
14 submitted to the Court on December 7, 2018, Bombardier contended that any delay in the
15 schedule for its motion for a preliminary injunction could render its request for equitable relief
16 "moot" given MITAC's "public statements that it expects to obtain regulatory certification for its
17 commercial aircraft 'in mid-2019.'" (Dkt. 47 at 5; *see also id.* at 9 ("This may prove too late, as
18 MITAC Japan expects certification of its aircraft by mid-2019.").)

19 50. Like its pre-litigation demands, Bombardier's statements in this litigation confirm
20 that its primary objective here is to impede and delay entry of a nascent competitor in the
21 regional jet market. The form of relief requested by Bombardier's complaint and preliminary
22 injunction evidence that Bombardier's primary motivation is not to protect any valid intellectual
23 property rights, but rather to accomplish the illicit goal of its anticompetitive scheme. Moreover,
24 despite knowing about the hiring activities in support of the MRJ program at issue in its
25 complaint since at least 2015 and knowing (or having reason to know) about the circumstances
26 of the individual defendants' departures for years, Bombardier waited until late 2018 to file this

1 lawsuit. On information and belief, Bombardier delayed filing suit until the MRJ was close to
2 entering the market and increasingly competing with the CRJ for sales so as to maximize the
3 damage to Mitsubishi's reputation and undermine sales of the MRJ.

4 **C. Bombardier's Pretextual and Meritless Excuses for its Efforts to Impede**
5 **Competition**

6 51. Bombardier's supposed justifications for demanding the cessation of hiring
7 related to the MRJ project have shifted through the years, but the primary motivation for its
8 actions, as established by its own statements, has remained the same: to impede or delay the
9 formidable competition on the merits posed by the MRJ's entry into the regional jet market.

10 52. As detailed above, Bombardier's initial threats against AeroTEC lacked factual
11 and legal merit. Among other things, Bombardier did not have a basis to enforce its Code of
12 Ethics and Business Conduct against departed employees in the way it contended, including
13 against Mr. Korwin-Szymanowski, nor did it have a basis for its claims that AeroTEC could face
14 "substantial liability" as a result of its lawful hiring efforts. Moreover, the form of "relief"
15 sought by Bombardier—that AeroTEC enter an unenforceable, anticompetitive no-poach
16 agreement—demonstrates the bad faith nature of Bombardier's demands.

17 53. Bombardier's initial threats against Mitsubishi were similarly meritless. As
18 explained, the June 3, 2016 demand to "cease[] immediately" the soliciting and hiring of
19 Bombardier personnel provided no legal or factual basis beyond a vague and speculative
20 reference to the possibility that some undefined "Bombardier proprietary methods and know-
21 how" would "inevitably be transferred and used by AeroTEC or MHI." The next letter, sent July
22 14, 2016, falsely insinuated that MITAC's planned job fair was illegal. The subsequent letters
23 from Bombardier's President and Chief Executive Officer to MHI's Chairman of the Board
24 levied similarly vague and unsupported claims that Mitsubishi's hiring practices were unlawful,
25 threatening that the MHI-Bombardier supply relationship would be jeopardized if the hiring
26 activities continued.

1 54. The demands issued to Mitsubishi by Bombardier’s outside counsel likewise
2 sought to coerce MITAC to enter an anticompetitive no-poach agreement through baseless
3 allegations of illegal conduct by Mitsubishi. As explained, the February 17, 2017 letter claimed
4 that by “targeting and soliciting key employees at Bombardier[,] Mitsubishi is (i) knowingly
5 destabilising Bombardier’s aircraft activities which constitutes unfair competition.” But the
6 letter was devoid of facts suggesting that Bombardier had been “destabilized” by the loss of the
7 26 employees identified in the letter (or otherwise), let alone that Mitsubishi had any reason to
8 know that its efforts to hire employees for the MRJ program had any such effect. In fact,
9 Bombardier had engaged in several rounds of highly-publicized layoffs, including in its aviation
10 business, and Bombardier had already completed certification activities for its CSeries aircraft.
11 Tellingly, Bombardier’s complaint in this litigation contains no allegations of “destabilization”
12 or related harm purportedly resulting from the Defendants’ hiring activities.

13 55. The February 17, 2017 letter also claimed that Mitsubishi was “(ii) acquiring
14 proprietary information belonging to Bombardier to accelerate the development and entry into
15 service of the MRJ aircraft.” But the letter identified no such “proprietary information belonging
16 to Bombardier” or “trade secrets” that had been taken by any of the departed employees, let
17 alone acquired by Mitsubishi. Instead, the letter left little doubt that it was the employees’ own
18 “know-how . . . acquired [in] the context of the development of new aircraft programs” that
19 Bombardier sought to prevent being used on the MRJ program. Bombardier had no legal basis
20 to stop its employees from taking that know-how to Mitsubishi. Nor did Bombardier have any
21 legal basis for its demands that MITAC enter a per se illegal no-poach agreement. Nevertheless,
22 even after MITAC’s counsel pointed out the factual and legal infirmities in Bombardier’s
23 demands, Bombardier reiterated its baseless claims in its counsel’s April 12, 2017 letter.

24 56. The form of “relief” requested by Bombardier further demonstrates the
25 anticompetitive nature its pre-litigations threats and demands. Each of Bombardier’s demands to
26 Mitsubishi and AeroTEC sought the cessation of recruitment and hiring activities in support of

1 the MRJ project. Bombardier did not (and could not) contend that any specific trade secrets had
2 been misappropriated by Mitsubishi or AeroTEC for use in the MRJ program, nor did
3 Bombardier request that the companies refrain from or cease using any misappropriated trade
4 secrets. Rather, Bombardier improperly demanded that Mitsubishi and AeroTEC cease their
5 lawful hiring activities. Indeed, Bombardier demanded that AeroTEC cease the hiring of not
6 only Bombardier's current employees but also former employees who had already departed the
7 company.

8 57. Bombardier's counsel in the instant litigation has essentially confirmed that there
9 was no factual basis for Bombardier's initial threats and demands. In a January 11, 2018 email
10 to counsel for MITAC America and the AeroTEC defendants, Bombardier's counsel stated that
11 "[w]hile Bombardier certainly took issue with your clients' recruiting tactics those years ago,
12 litigation was not necessary until (1) Bombardier discovered actual evidence of trade secret
13 misappropriation . . ." Although MITAC America denies Bombardier's counsel's assertion
14 regarding trade secret misappropriation, counsel's statement amounts to an unqualified
15 admission that Bombardier did not have any evidence of misappropriation at the time
16 Bombardier demanded that Mitsubishi and AeroTEC enter illegal no-poach agreements to delay
17 or disrupt certification and sale of the MRJ.

18 58. Bombardier's threats towards its former and then-current employees also
19 represent an improper attempt to chill the free flow of skilled labor. As explained in MITAC
20 America's motion to dismiss (Dkt. 54, incorporated herein by reference), Bombardier had no
21 legal basis to contend that its Code of Ethics and Business Conduct imposed binding contractual
22 obligations on its former employees that prevented them from seeking or accepting new
23 employment, nor did Bombardier have a factual basis to insinuate that the dozens of recipients of
24 its letters had acted contrary to the Bombardier Code of Ethics and Business Conduct or any
25 provision of law. On information and belief, Bombardier's objective in issuing these demands
26 was to impede or delay the MRJ program.

1 59. Bombardier's claims against MITAC and MITAC America in this litigation are
2 meritless. As detailed in MITAC America's motion to dismiss (incorporated herein by
3 reference), there is no factual or legal basis for the claims in Bombardier's complaint that
4 MITAC America misappropriated Bombardier's trade secrets, tortiously interfered with a valid
5 contractual relationship or business expectancy of Bombardier, or otherwise acted unlawfully by
6 recruiting, hiring, and continuing to employ former Bombardier employees. For similar reasons,
7 Bombardier's claims against MITAC lack merit.

8 60. Neither MITAC nor MITAC America has acquired, possessed, used, disclosed, or
9 even had knowledge of the alleged trade secret information identified by Bombardier.
10 Bombardier's complaint asserts no factual allegations to the contrary.

11 61. MITAC and MITAC America take precautions to ensure that newly hired
12 employees do not transfer to MITAC and MITAC America, or use in their work for MITAC and
13 MITAC America, trade secrets or other confidential or proprietary information that they acquired
14 from former employers. New employees are instructed not to bring any proprietary information
15 or materials from their former employers, and they are further instructed not to use, release, or
16 disclose any such information during their employment at MITAC or MITAC America. These
17 requirements are embedded in MITAC's Code of Ethics. On information and belief, the same
18 precautions are taken with respect to persons hired by MITAC's partners, such as AeroTEC, who
19 perform work on projects for MITAC or MITAC America. Consistent with these policies, on
20 information and belief, many if not all of the former Bombardier employees hired by AeroTEC
21 were specifically admonished not to bring with them, disclose, or otherwise misappropriate
22 Bombardier trade secrets or confidential information.

23 62. MITAC and MITAC America have not misappropriated the alleged trade secret
24 information identified by Bombardier, and Bombardier lacks any basis to allege otherwise.
25 Bombardier's complaint is devoid of factual allegations connecting MITAC or MITAC America
26 to any alleged misappropriation. Moreover, the alleged trade secrets identified by Bombardier

1 would have been of no use to the development, certification, and sale of the MRJ by MITAC and
2 MITAC America.

3 63. Even if Bombardier had a basis to allege that MITAC or MITAC America had
4 obtained Bombardier information, Bombardier's claims would lack merit insofar as the
5 documents and information that Bombardier contends constitutes legally-protectable trade
6 secrets are not legally-protectable trade secrets because, among other things, such information is
7 publicly available and/or was provided to Bombardier by government agencies.

8 64. On information and belief, Bombardier's claims against AeroTEC in this
9 litigation are meritless because, among other things, AeroTEC: has not acquired, possessed,
10 used, or disclosed the alleged trade secret information identified by Bombardier; has not
11 tortiously interfered with a valid contractual relationship or business expectancy of Bombardier;
12 and has not otherwise acted unlawfully by recruiting, hiring, and continuing to employ former
13 Bombardier employees.

14 65. On information and belief, Bombardier's claims against the individual defendants
15 in this litigation are meritless because, among other things, none of the individual defendants:
16 used any Bombardier trade secrets in performing work on the MRJ project; transferred any
17 documents containing Bombardier trade secrets to any AeroTEC, MITAC or MITAC America
18 computer; disclosed any Bombardier trade secrets to any persons employed by AeroTEC,
19 MITAC or MITAC America; or discussed any Bombardier trade secrets with other persons
20 employed by AeroTEC, MITAC or MITAC America.

21 66. On information and belief, none of the individual defendants who allegedly sent
22 Bombardier documents to their personal email accounts did so for the purpose of
23 misappropriating those documents or Bombardier's trade secrets or other proprietary
24 information. Rather, each did so for the purpose of conducting work that they had been assigned
25 to do for Bombardier or for other reasons unrelated to the individuals' subsequent work on the
26 MRJ project. Moreover, it was a common practice for Bombardier employees to send

1 Bombardier documents to their home email systems so that they could work on and complete
2 work assignments at home.

3 67. On information and belief, none of the Bombardier documents that the individual
4 defendants allegedly sent to their personal email accounts contained trade secret information that
5 would have been of use in the development, manufacture, or certification of the MRJ because of,
6 among other things, the significant differences between the MRJ and Bombardier's jet aircraft,
7 including but not limited to different systems (e.g., different flap skew detection systems and
8 different pitot-static systems) and different engines. Bombardier knew or should have known
9 that the Bombardier documents that the individual defendants allegedly sent to their home email
10 systems contained no trade secret information that would have been of use in the development,
11 manufacture, or certification of the MRJ.

12 **D. The Relevant Market and Bombardier's Market Power**

13 68. The relevant market of commerce in which to analyze the effects of Bombardier's
14 anticompetitive scheme is the market for single-aisle, turbofan-powered commercial aircraft with
15 seating capacity for 50 to 100 passengers and flight ranges up to approximately 2,500 nautical
16 miles (the "Regional Jet Market").

17 69. The Regional Jet Market is an accepted, defined market within the aerospace
18 industry. Commercial aircraft with capacity for over 100 passengers are classified within the
19 industry as "narrowbody" jets (such as the Boeing 737 and the Airbus 220) or even larger
20 "widebody" jets (such as the Boeing 747 and the Airbus 330). Bombardier's own annual market
21 forecasts acknowledge that the jet industry is segmented between "regional aircraft" with
22 capacity for up to 100 seats and jets with greater seating capacity. Similarly, Bombardier's
23 Commercial Aircraft President Fred Cromer has stated as recently as June 2018 that the market
24 for regional jets with a maximum capacity of 100 passengers is distinct from the market for
25 narrowbody jets with capacity for over 100 passengers, acknowledging that Bombardier's
26

1 CSeries family of jets (small narrowbody jets with seating capacity of 108 passengers and above,
2 now known as the Airbus A220) do not compete within the market for regional jets.

3 70. Regional jets are not interchangeable with other commercial aircraft given their
4 differentiated passenger seating capacity, flight ranges, fuel efficiencies, operating costs, and
5 sales prices. Other commercial aircraft are not close enough substitutes to prevent Bombardier
6 and other regional jet suppliers from raising prices above competitive levels, degrading quality,
7 or reducing output for regional jets. Put simply, other commercial aircraft are not a material
8 competitive constraint on Bombardier regional jets.

9 71. Specifically, airlines and other aerospace customers do not consider larger
10 narrowbody jets to be a reasonable substitute for regional jets, nor do they consider regional jets
11 to be a reasonable substitute for narrowbody jets. Regional jets and narrowbody jets are
12 differentiated by their passenger seating capacities, flight ranges, and costs, among other factors.
13 For example, the shorter flight range of regional jets prevents regional jets from servicing many
14 routes that can be served only by narrowbody jets, including routes between the East and West
15 coasts of the United States. Moreover, government regulations, airport operating restrictions,
16 and contractual arrangements, including clauses in airline pilot contracts limiting the size of
17 aircraft that can be flown by certain pilots, serve to reduce the interchangeability of regional jets
18 and narrowbody jets. Regional jets and narrowbody jets are also differentiated by their initial
19 sales price and subsequent operating costs. Larger and heavier narrowbody jets typically cost
20 more to operate, on a trip cost basis, than smaller regional jets, and these operating costs
21 represent most of the lifetime cost of a plane. As a result, airlines and other aerospace customers
22 are disinclined to purchase a jet with more seats or a longer flight range than needed for a
23 specific route. Narrowbody jets are not a material competitive constraint on regional jets.

24 72. Airlines and other aerospace customers do not consider turboprop airplanes to be
25 a reasonable substitute for regional jets, nor do they consider regional jets to be a reasonable
26 substitute for turboprop airplanes. As compared to turboprop airplanes, regional jets are capable

1 of longer flight ranges, are faster, are safer, and provide superior passenger comfort, including
2 less noise and vibration. Regional jets and turboprop airplanes are also differentiated by their
3 initial sales price and subsequent operating costs. As such, turboprop airplanes are not a material
4 competitive constraint on regional jets.

5 73. For these reasons, the Regional Jet Market is a distinct product market. The
6 relevant geographic market for regional jets is worldwide. Regional jets are manufactured by a
7 small number of companies (predominantly Bombardier and Embraer) and are capable of being
8 sold by those companies on a worldwide basis. However, the United States is the largest and
9 most important market area for regional jet manufacturers, as discussed further below.

10 74. Bombardier has significant market power in the Regional Jet Market.
11 Bombardier's market power in the Regional Jet Market is directly evidenced by its ability to
12 exclude or delay the entry of competition in the Regional Jet Market. Bombardier's market
13 power is further demonstrated by its significant share of the Regional Jet Market, a market which
14 is highly concentrated with the vast majority of jets manufactured by Bombardier and Embraer
15 and is subject to substantial barriers to entry and other conditions that serve to protect
16 Bombardier's market power, including Bombardier's exclusionary conduct. On information and
17 belief, these conditions allow Bombardier to charge supracompetitive prices for regional jets.

18 75. Since the launch of the original CRJ, Bombardier has held a significant share of
19 the Regional Jet Market. From at least 2010 to present, Bombardier's worldwide share of the
20 Regional Jet Market has consistently been over 40%, with Bombardier's CRJs comprising over
21 40% of in-service regional jets worldwide as of 2018. Bombardier's position has been even
22 more significant in the largest and most important market for regional jets, the United States. In
23 the U.S., where Bombardier's only other active competitor in recent years has been Embraer,
24 Bombardier's market share was 49% as of 2018.¹

25
26 ¹ Due to the dynamics of the Regional Jet Market discussed herein, it is appropriate to assess regional jet
manufacturers' market share by reference to the number of regional jets that are in service in any given period of
time. These dynamics include the long product lifecycle of a regional jet, the ability in many cases to extend the life

76. Bombardier's public statements confirm that the company expects to increase its share of the Regional Jet Market in the near term. In media briefings in June 2018, Bombardier's Commercial Aircraft President Fred Cromer stated that Bombardier is actively seeking to increase its share of the market through sales of its CRJ 900 and that the company anticipates achieving a market share of over 50%. Mr. Cromer contended that the only competition for sale of the CRJ 900 came from Embraer, apparently suggesting to the media and public that the MRJ would not enter the market and compete with the CRJ 900. Indeed, Mr. Cromer stated that the barriers to entry into the marketplace would effectively shield Bombardier from competition from the MRJ. In response to a question about whether Bombardier viewed the MRJ as a competitive threat in the regional jet market, Mr. Cromer stated that "[i]t's complicated to bring new technology to the marketplace . . . not only in your home country, but then to establish the footprint outside of your home country with authorities around the world, and we've been doing that for years and years and years and we have relationships and we know how to do it, and we know how difficult it is. So I think it is going to be challenging over time for other OEMs that are starting that process to catch up with what other established OEMs have, and that allows us to continue to make our own advancements and continue to be at the forefront of where those opportunities are."

77. Bombardier's power in the Regional Jet Market is augmented by substantial barriers to entry, including the following:

- Development costs. The cost of developing a new jet is significant and often exceeds initial estimates. For example, the cost of developing the MRJ was initially estimated to be \$1.9 billion but has increased to nearly \$5 billion. Similarly, although Bombardier initially estimated that development of its narrowbody CSeries jets would cost \$2.1 billion, the program ultimately cost \$5.4 billion.

of an in-service regional jet through the use of aftermarket services rather than purchase a new regional jet, the fact that regional jet manufacturers earn revenue throughout the life of an aircraft through the provision of those aftermarket services (which itself factors into the sales price for regional jets, particularly when customers agree to contract for the jet manufacturers' provision of services in connection with their purchase of a new regional jet), and due to the relatively small number of regional jets sold each year, which means that a firm's sales in any given year may not reflect its true share of the product market.

- 1 • Complexity of development and certification process. Development of a new regional jet is complex, and entry to the
2 market requires that a new jet pass through a long, complex, and
3 difficult certification process. In addition, unanticipated
4 challenges and problems in the development and certification
5 process are commonplace. Moreover, as explained above, the finite
6 supply of skilled engineers capable of assisting in the development
7 and certification of regional jets serves as an additional barrier to
8 entry.
- 9 • Manufacturing requirements and costs. The manufacturing of
10 regional jets requires substantial and costly manufacturing
11 capabilities and facilities, as well as significant reliance on
12 subcontractors and complex supply chains. Many firms are
13 incapable of making the substantial investment required to
14 establish adequate manufacturing capabilities and facilities.
- 15 • Customer trust. Establishing customer trust in the operability and
16 reliability of a regional jet can present challenges, particularly for
17 manufacturers that are seeking to enter the jet market. Establishing
18 a reliable global customer support network also requires significant
19 investment and presents operational challenges. This is particularly
20 true given the substantial price and long-term commitment
21 associated with the purchase of a regional jet.
- 22 • Brand loyalty and switching costs. Customers with existing fleets
23 comprised of a given manufacturer's jets may be more inclined to
24 purchase additional jets from the same manufacturer rather than a
25 different manufacturer (particularly a new entrant) given the costs
26 associated with switching to a different manufacturer's jets. These
switching costs include the time and expense of retraining
personnel (pilots, crew, and maintenance workers); the costs
associated with maintenance program changes, proving flights,
establishing a new spare parts inventory, equipment tooling, and
supply chain integration; and other overhead costs associated with
adding a new aircraft type to air operator's certificates issued by
national aviation authorities. Loyalty to a given manufacturer's
jets and personal relationships between a manufacturer's and
customer's personnel may also present barriers to entry to a new
competitor.

78. These barriers to entry and other technical, business, and political challenges to penetrating the Regional Jet Market are so significant that government support is often necessary to the successful entry of a new jet manufacturer.

79. Both the cyclical nature of demand for regional jets and the length of a regional jet's lifecycle can present additional barriers to entry. These interrelated factors also make

1 certain periods of time particularly important for manufacturers' sales of regional jets. The
2 average lifespan of regional jets currently in service is approximately 18 years. As an in-service
3 regional jet nears the end of its life, the owner must choose whether to replace the jet or invest in
4 maintenance and related services to extend the life of the jet. In the United States (which is
5 home to over 57% of all regional jets in service worldwide), the average age of regional jets
6 currently in service is such that a large replacement wave is forecast to begin in 2022. The
7 ability to make sales in advance of the upcoming U.S. replacement wave will be critical to
8 regional jet manufacturers' success, both in terms of earning revenue from initial sales and
9 aftermarket services during the life of the aircraft, and in creating a foundation for additional
10 sales inside and outside the U.S. The next several years are thus of vital importance to
11 established regional jet manufacturers and new entrants alike. As a result, even a small
12 impairment to a regional jet manufacturer's ability to compete in the upcoming U.S. replacement
13 cycle could have significant ramifications for the manufacturer's revenues and market share—
14 and for the revenues and market shares of the manufacturer's competitors. Accordingly, if
15 Bombardier successfully prevents, delays, or undermines the MRJ's availability to be sold during
16 the upcoming U.S. replacement cycle, it could be foreclosed from capturing any meaningful
17 share of the U.S. and global markets for many years to come, and could be foreclosed from entry
18 entirely.

19 80. The barriers to entry into the Regional Jet Market increase Bombardier's market
20 power beyond the level suggested by the company's market share alone. This is particularly true
21 with respect to customers whose fleets of regional jets are already comprised in whole or in part
22 by Bombardier jets. Due to the aforementioned switching costs and brand loyalty in the current
23 duopoly market, Bombardier has greater market power with respect to customers that already
24 own or operate Bombardier jets. Entry of a new competitor could threaten Bombardier's market
25 power with respect to these customers, particularly as they decide whether and when to replace
26 aging CRJs already in their fleet.

1 81. The nature of regional jets and their lifecycles also make the provision of
2 aftermarket services an important source of revenue for regional jet manufacturers, including
3 Bombardier. Over the life of an in-service regional jet, manufacturers typically earn substantial
4 revenue from the sale of parts, maintenance, repair, and other services. The need for these
5 services—and thus the revenue manufacturers derive from their provision—tends to increase as a
6 jet ages. More expensive maintenance services, such as overhaul of jet engines, also tend to be
7 required later in the life of a regional jet. As a result, as a jet ages, owners are often confronted
8 with the choice of whether to extend the life of the jet through increasingly expensive
9 aftermarket maintenance and services or to instead replace the aging jet. A jet owner's decision
10 to forego the purchase of aftermarket services provided by the jet's manufacturer and instead to
11 purchase a new regional jet from a different manufacturer would thus have a significant impact
12 on both manufacturers' revenue streams.

13 82. As a result of these market dynamics, even a temporary delay or impairment of
14 the certification, development, or sale of the MRJ would have a significant impact not only on
15 the short- and long-term prospects for the MRJ, but also for Bombardier. Indeed, any such delay
16 or impairment would enable Bombardier to capture additional sales, including in the upcoming
17 replacement cycle in the U.S., and allow Bombardier to gain additional revenue from the sale of
18 aftermarket services as airlines elect to extend the lives of in-service Bombardier jets rather than
19 purchasing new MRJs.

20 **E. Anticompetitive Effect and Injury**

21 83. Bombardier's anticompetitive practices have excluded competition, reduced
22 choice, suppressed innovation, and increased barriers to entry in the Regional Jet Market. On
23 information and belief, Bombardier's conduct has also reduced output and increased prices for
24 regional jets. As a result, Bombardier's actions have harmed competition, regional jet
25 purchasers, engineers, and MITAC America.
26

1 84. Competition in the Regional Jet Market has been harmed. Bombardier has
2 delayed the entry of new competitors, reduced the movement of skilled aerospace engineers,
3 reduced choice, and suppressed innovation. By delaying the entry of new regional jets,
4 Bombardier has reduced choice and limited innovation in the Regional Jet Market. By blocking
5 and otherwise chilling the movement of skilled engineers within the market, Bombardier has
6 further diminished competitors' ability to compete and innovate in the market. And by unfairly
7 tarnishing the image of Mitsubishi and the MRJ in the eyes of customers, Bombardier has
8 suppressed competition in the Regional Jet Market. On information and belief, this has reduced
9 output and elevated prices of regional jets above what they would have been but for
10 Bombardier's conduct.

11 85. Purchasers of regional jets have also been harmed in that they have fewer and less
12 innovative options for regional jets. In addition, Bombardier can maintain higher prices than
13 would otherwise prevail in the face of new competition.

14 86. Individual engineers looking for employment related to commercial jets have also
15 been harmed. Individual engineers and competitors for their talent are harmed by Bombardier's
16 campaign to impede the movement of skilled engineers. The industry is highly concentrated and
17 news travels fast when any company or individual in the industry is sued. Bombardier's threats
18 and actual litigation against individual employees chills the marketplace for such talent, which
19 will endure for several years to come.

20 87. MITAC America has incurred antitrust injury from the violations of law alleged
21 and would not have incurred such injury in the absence of Bombardier's anticompetitive actions.
22 As the direct result of Bombardier's ongoing predatory campaign described above, MITAC
23 America has been undermined or delayed in its ability to recruit, hire, and retain engineers
24 critical to the development and certification of the MRJ, which has not only risked delaying the
25 MRJ's certification, but also impedes MITAC America's innovation and design efforts and
26 raises MITAC America's costs and the barriers to enter the Regional Jet Market.

1 88. For example, as a result of Bombardier's anticompetitive conduct:

- 2 • Recruitment and hiring efforts by MITAC America, MITAC,
3 and AeroTEC in support of the MRJ program have been
4 undermined.
- 5 • AeroTEC was forced to decline to extend an offer of
6 employment to one or more Bombardier employees that would
7 have supported the MRJ program.
- 8 • At least one prospective employee that MITAC America
9 intended to hire withdrew his application for employment,
10 citing the situation between Bombardier and Mitsubishi as the
11 reason for doing so.
- 12 • The start dates of at least two individuals employed in
13 connection with the MRJ program were delayed.
- 14 • On information and belief, other prospective employees
15 declined to either seek or accept employment on the MRJ
16 program, slowing the pace of hiring related to the MRJ
17 program.
- 18 • The ability of MITAC America, MITAC, and AeroTEC to hire
19 and retain employees for the MRJ program, including but not
20 limited to highly-skilled individuals currently or formerly
21 employed by Bombardier, has been reduced, with significant
22 near-term and long-lasting effects on the companies.

23 89. MITAC America has also incurred antitrust injury in the form of harm to its
24 reputation and goodwill caused by Bombardier's anticompetitive conduct, including its baseless
25 claims that MITAC America has misappropriated Bombardier's trade secrets. On information
26 and belief, the reputation and goodwill of MITAC America and MITAC among current and
potential MRJ customers and suppliers has been diminished as a result of Bombardier's conduct,
with long lasting detrimental effects. Similarly, Bombardier's insinuation that the MRJ program
is built on misappropriated trade secrets may create uncertainty among current and potential
MRJ customers and suppliers about whether MITAC America and MITAC can be trusted
business partners and whether the MRJ will be able to meet development and production
deadlines and enter the market notwithstanding the litigation. Both harm not only MITAC
America's reputation and goodwill, but also its sales.

1 90. Bombardier's relentless threats and demands that MITAC America, MITAC, and
2 AeroTEC enter into unlawful no-poach agreements have also forced the companies to divert
3 attention and resources that could have otherwise been committed to the MRJ program, including
4 through the retention of outside counsel and mounting legal fees and costs associated with
5 responding to Bombardier's baseless demands and legal actions.

6 91. The effects of Bombardier's predatory scheme harm competition, regional jet
7 purchasers, aerospace engineers, and MITAC America. These harms are the types that antitrust
8 laws were designed to prevent and those harms flow directly from that which makes
9 Bombardier's conduct unlawful. Bombardier's practices are not reasonably necessary to
10 accomplish any significant procompetitive benefit.

11 **COUNTERCLAIM I: ATTEMPTED MONOPOLIZATION IN VIOLATION OF THE**
12 **SHERMAN ACT, 15 U.S.C. § 2**

13 92. MITAC America realleges and incorporates by reference the allegations set forth
14 in the preceding paragraphs as though fully set forth herein.

15 93. Bombardier has market power in the Regional Jet Market and has a dangerous
16 probability of obtaining monopoly power.

17 94. Bombardier has engaged in a scheme to expand its market power in the Regional
18 Jet Market, to the detriment of competition, purchasers of regional jets, aerospace engineers, and
19 MITAC America.

20 95. Bombardier's anticompetitive and exclusionary conduct includes its ongoing
21 actions to impede or delay the development, certification, and sale of the MRJ by (1) levying
22 baseless threats at MITAC America, MITAC, MHI, AeroTEC, and those companies' current and
23 prospective employees in order to restrict the free flow of skilled labor necessary to the
24 development and certification of the MRJ; (2) making threats against its own employees to deter
25 them from accepting employment on the MRJ program; (3) attempting to coerce MITAC
26 America, MITAC, MHI, and AeroTEC to enter per se unlawful no-poaching agreements in order

1 to restrict recruitment and hiring activities in support of the MRJ program; (4) threatening the
2 long-standing supply relationship between MHI and Bombardier in an attempt to achieve its
3 illicit ends; and (5) initiating this litigation in an effort to delay the MRJ program and undermine
4 sales of the MRJ. In furtherance of this scheme, Bombardier has engaged in a pattern of threats
5 of litigation without regards to the merits and for the purpose of injuring MITAC, MITAC
6 America, AeroTEC, and competition in the Regional Jet Market. Bombardier has also
7 threatened and filed litigation against MITAC, MITAC America, AeroTEC, and former
8 Bombardier employees that is objectively baseless and subjectively intended to interfere with
9 MITAC, MITAC America, and AeroTEC's ability to compete.

10 96. Bombardier undertook the anticompetitive and exclusionary conduct alleged
11 herein with the specific intent to acquire monopoly power in the Regional Jet Market.

12 97. As evidenced by Bombardier's market share and the dynamics of the Regional Jet
13 Market, including the significant barriers to entry to the Regional Jet Market, there is a
14 dangerously high probability that Bombardier's scheme to impede competition from the MRJ
15 and monopolize the Regional Jet Market will succeed.

16 98. Bombardier's conduct has no efficiency or procompetitive benefit or justification,
17 the anticompetitive effects of its conduct outweigh any purported procompetitive justifications,
18 and Bombardier could reasonably achieve any purported procompetitive goals through less
19 restrictive alternatives.

20 99. Bombardier's conduct constitutes attempted monopolization in violation of
21 Section 2 of the Sherman Act, 15 U.S.C. § 2.

22 100. As a direct and proximate result of the unlawful conduct of Bombardier in
23 furtherance of the violations alleged, MITAC America has been injured in its business and
24 property in an amount to be proved at trial and to be automatically trebled, as provided by 15
25 U.S.C. § 15.
26

101. MITAC America is also entitled to recover from Bombardier the cost of suit, including a reasonable attorney's fee, as provided by 15 U.S.C. § 15.

COUNTERCLAIM II: ATTEMPTED MONOPOLIZATION IN VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT, RCW 19.86.040

102. MITAC America realleges and incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

103. Bombardier has market power in the Regional Jet Market and has a dangerous probability of obtaining monopoly power.

104. Bombardier has engaged in a scheme to expand its market power in the Regional Jet Market, to the detriment of competition, purchasers of regional jets, aerospace engineers, and MITAC America.

105. Bombardier's anticompetitive and exclusionary conduct includes its ongoing actions to impede or delay the development, certification, and sale of the MRJ by (1) levying baseless threats at MITAC America, MITAC, MHI, AeroTEC, and those companies' current and prospective employees in order to restrict the free flow of skilled labor necessary to the development and certification of the MRJ; (2) making threats against its own employees to deter them from accepting employment on the MRJ program; (3) attempting to coerce MITAC America, MITAC, MHI, and AeroTEC to enter per se unlawful no-poaching agreements in order to restrict recruitment and hiring activities in support of the MRJ program; (4) threatening the long-standing supply relationship between MHI and Bombardier in an attempt to achieve its illicit ends; and (5) initiating this litigation in an effort to delay the MRJ program and undermine sales of the MRJ. In furtherance of this scheme, Bombardier has engaged in a pattern of threats of litigation without regards to the merits and for the purpose of injuring MITAC, MITAC America, AeroTEC, and competition in the Regional Jet Market. Bombardier has also threatened and filed litigation against MITAC, MITAC America, AeroTEC, and former

1 Bombardier employees that is objectively baseless and subjectively intended to interfere with
2 MITAC, MITAC America, and AeroTEC's ability to compete.

3 106. Bombardier undertook the anticompetitive and exclusionary conduct alleged
4 herein with the specific intent to acquire monopoly power in the Regional Jet Market.

5 107. As evidenced by Bombardier's market share and the dynamics of the Regional Jet
6 Market, including the significant barriers to entry to the Regional Jet Market, there is a
7 dangerously high probability that Bombardier's scheme to impede competition from the MRJ
8 and monopolize the Regional Jet Market will succeed.

9 108. Bombardier's conduct has no efficiency or procompetitive benefit or justification,
10 the anticompetitive effects of its conduct outweigh any purported procompetitive justifications,
11 and Bombardier could reasonably achieve any purported procompetitive goals through less
12 restrictive alternatives.

13 109. Bombardier's conduct constitutes attempted monopolization in violation of RCW
14 19.86.040.

15 110. As a direct and proximate result of the unlawful conduct of Bombardier in
16 furtherance of the violations alleged, MITAC America has been injured in its business and
17 property in an amount to be proved at trial and, in the Court's discretion, to be increased up to an
18 amount not to exceed three times the actual damages sustained, as provided by RCW 19.86.090.

19 111. MITAC America is also entitled to recover from Bombardier the cost of suit,
20 including a reasonable attorney's fee, as provided by RCW 19.86.090.

21 **COUNTERCLAIM III: PROPOSAL FOR AN ARRANGEMENT TO VIOLATE THE**
22 **WASHINGTON CONSUMER PROTECTION ACT, RCW 19.86.030**

23 112. MITAC America realleges and incorporates by reference the allegations set forth
24 in the preceding paragraphs as though fully set forth herein.

25 113. Bombardier proposed (and demanded) that MITAC America agree to cease all
26 recruitment and hiring of Bombardier employees.

114. If consummated, Bombardier's proposed no-poaching agreement would have constituted a per se violation of RCW 19.86.030, which prohibits every contract, combination, or conspiracy in restraint of trade or commerce. In any event, the proposed agreement had no legitimate business justification, but instead was proposed and demanded by Bombardier in order to reduce competition in the Regional Jet Market by restricting hiring related to the MRJ. There is no efficiency-enhancing, procompetitive justification for the proposal. Any purported procompetitive justifications or effects are outweighed by the anticompetitive impact, and there are less restrictive alternatives available to achieve any purported procompetitive impact.

115. As a direct and proximate result of its refusal to accede to Bombardier's proposal, MITAC America has been injured in its business and property in an amount to be proved at trial and trebled pursuant to RCW 19.86.090. In particular, MITAC America has been forced to incur the burden and expense of responding to and defending against Bombardier's repeated threats and demands, including the attorneys' fees and costs incurred in relation to the instant litigation, and to otherwise divert away attention and resources that could have otherwise been committed to the MRJ program.

116. MITAC America is also entitled to recover from Bombardier the cost of suit, including a reasonable attorney's fee, as provided by RCW 19.86.090.

**COUNTERCLAIM IV: UNFAIR COMPETITION IN VIOLATION OF THE
WASHINGTON CONSUMER PROTECTION ACT, RCW 19.86.020**

117. MITAC America realleges and incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

118. Bombardier's conduct constitutes unfair methods of competition and unfair acts or practices within the meaning of RCW 19.86.020 because the conduct: (1) offends public policy as it has been established by statutes, the common law, or otherwise, including state and federal laws that prohibit anticompetitive conduct; (2) is oppressive in that it seeks to prevent or limit lawful competition; and/or (3) causes substantial injury to competitors (e.g. MITAC

1 America, MITAC, and AeroTEC), other businesspersons (e.g., airlines and other purchasers of
2 regional jets who may pay more for regional jets due to the reduction in competition in the
3 market for regional jets), and/or consumers (e.g., individuals who may pay more for airplane
4 tickets if airplane manufacturers can charge airlines more for jets due to the reduction of
5 competition in the market for regional jets).

6 119. Bombardier's conduct took place in the course of trade or commerce because
7 Bombardier's threats and demands were issued by Bombardier in the course of its business
8 operations, were directed towards other companies and individuals involved in the manufacture
9 of regional jets, and were related to efforts to compete with Bombardier in the market for
10 regional jets.

11 120. Bombardier's conduct is injurious to the public interest, within the meaning of
12 RCW 19.86.093(1), because it violates statutes that incorporate the Consumer Protection Act,
13 including but not limited to RCW 19.86.020, 19.86.030, and 19.86.040.

14 121. Bombardier's conduct is injurious to the public interest within the meaning of
15 RCW 19.86.093(3)(a) because it has injured persons other than MITAC America, including
16 MITAC, MHI, AeroTEC, the current and former Bombardier employees who were the recipients
17 of Bombardier's threats and allegations, and other individuals, including but not limited to
18 current and former Bombardier employees, among others, who were deterred or dissuaded from
19 seeking employment related to the MRJ.

20 122. Bombardier's conduct is injurious to the public interest within the meaning of
21 RCW 19.86.093(3)(b) and RCW 19.86.093(3)(c) because it had the capacity, and still has the
22 capacity, to injure other persons, including current and former Bombardier employees who were
23 deterred or dissuaded from seeking employment related to the MRJ, as well as other companies
24 or individuals who may be the recipients of similarly improper threats, accusations, and
25 invitations to collude in the future.
26

123. As a direct and proximate result of Bombardier's conduct, MITAC America has been injured in its business and property in an amount to be proved at trial and, in the Court's discretion, to be increased up to an amount not to exceed the greater of three times the actual damages sustained or \$25,000, as provided by RCW 19.86.090.

124. MITAC America is also entitled to recover from Bombardier the cost of suit, including a reasonable attorney's fee, as provided by RCW 19.86.090.

PRAYER FOR RELIEF

WHEREFORE, MITAC America prays for judgment and relief as follows:

A. That Bombardier's Complaint be dismissed with prejudice and that Bombardier take nothing by way of its Complaint;

B. That this Court enter judgment against Bombardier for the amount of damages that MITAC America proves at trial, trebled to the extent permitted by the applicable federal and state laws;

C. That this Court enter a judgment awarding MITAC America its expenses, costs, and attorneys' fees under applicable laws;

D. That this Court award MITAC America pre-judgment and post-judgment interest to the full extent allowed under the law, as well as costs; and

E. That this Court grant MITAC America such other and further relief as the Court deems just and proper.

1 RESPECTFULLY SUBMITTED this 28th day of January 2019.

2
3 /s/ Jerry A. Riedinger

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19 Attorneys for Defendant Mitsubishi Aircraft
20 Corporation America Inc.

CERTIFICATE OF SERVICE

I certify under penalty of perjury that on January 28, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the email addresses indicated on the Court's Electronic Mail Notice List.

DATED this 28th day of January 2019.

/s/ Jerry A. Riedinger

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CERTIFICATE OF SERVICE
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